

AGENDA
REGULAR MEETING OF COUNCIL
April 23, 2018
6:00 PM

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES
 - 3.A CONTROLLER'S REPORT FOR THE MONTH ENDING MARCH 31, 2018.

[Controller's Report 3-31-18.pdf](#)
 - 3.B LACKAWANNA COUNTY PLANNING COMMISSION ORDINANCE/AMENDMENT EVALUATION REPORT RECEIVED APRIL 16, 2018.

[Lacka County Planning Commission Report 4-16-18.pdf](#)
 - 3.C TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD MAY 2, 2018.

[Tax Assessor's Report for 5-2-18.pdf](#)
 - 3.D MINUTES OF THE SCRANTON FIREFIGHTERS PENSION COMMISSION MEETING HELD MARCH 21, 2018.

[Firefighters Pension Commission Meeting 3-21-18.pdf](#)
 - 3.E MINUTES OF THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD MARCH 21, 2018.

[Non-Uniform Municipal Pension Board Minutes 3-21-18.pdf](#)
 - 3.F MINUTES OF THE SCRANTON POLICE PENSION COMMISSION MEETING HELD MARCH 21, 2018.

[Scranton Police Pension Commission Meeting 3-21-18.pdf](#)

- 3.G MINUTES OF THE COMPOSITE PENSION BOARD MEETING HELD MARCH 21, 2018.

[Composite Pension Board Minutes 3-21-18.pdf](#)

- 3.H MINUTES OF THE COMPOSITE PENSION BOARD SPECIAL MEETING HELD APRIL 4, 2018.

[Composite Pension Board Special Meeting Minutes 04-04-18.pdf](#)

- 3.I AGENDA FOR THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD APRIL 18, 2018.

[Agenda for Non-Uniform Municipal Pension Board 04-18-18.pdf](#)

- 3.J AGENDA FOR THE CITY PLANNING COMMISSION MEETING TO BE HELD APRIL 25, 2018.

[Agenda for City Planning Commission Meeting 04-25-18.pdf](#)

4. CITIZENS PARTICIPATION

5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES

- 5.A MOTIONS.

- 5.B NO BUSINESS AT THIS TIME.

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 13, 2018 - AN ORDINANCE - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LEASE AGREEMENT WITH WEST SCRANTON LITTLE LEAGUE, INC. FOR USE OF

CITY OWNED PROPERTY FOR A THREE (3) YEAR PERIOD COMMENCING APRIL 15, 2018 AND ENDING APRIL 14, 2021.

[Ordinance - 2018 Lease agreement with West Scranton Little League.pdf](#)

- 6.B READING BY TITLE - FILE OF THE COUNCIL NO. 14, 2018 - AN ORDINANCE - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LEASE AGREEMENT WITH THE SCRANTON SCHOOL DISTRICT FOR USE OF CITY OWNED PROPERTY AS MORE FULLY DESCRIBED IN THE LEASE AGREEMENT ATTACHED HERETO AS EXHIBIT "A" FOR A THREE (3) YEAR PERIOD COMMENCING APRIL 15, 2018 AND ENDING APRIL 14, 2021.

[Ordinance - 2018 Lease Agreement with the Scranton School District.pdf](#)

- 6.C READING BY TITLE - FILE OF THE COUNCIL NO. 15, 2018 - AN ORDINANCE - AMENDING FILE OF THE COUNCIL NO. 64, 2014, AN ORDINANCE (AS AMENDED) ENTITLED "AN ORDINANCE ADOPTING THE QUALITY OF LIFE AND VIOLATIONS TICKET PROCESS IN THE CITY OF SCRANTON" BE AMENDED TO INCLUDE A NEW DEFINITION IN SECTION 2. DEFINITIONS, NEW VIOLATIONS IN SECTION 3. QUALITY OF LIFE VIOLATIONS AND NEW FINES AND PENALTIES IN SECTION 9. FINES AND PENALTIES.

[Ordinance-2018 Amending Quality of Life Ordinance.pdf](#)

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - FILE OF THE COUNCIL NO. 12, 2018 - ADOPTING THE 2012 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES, BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE, AND THE DEMOLITION OF SUCH EXISTING STRUCTURES IN THE CITY OF SCRANTON; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION

OF FEES THEREFOR; REPEALING SECTION 1 OF ORDINANCE NO. 37, 2014 OF THE CITY OF SCRANTON AND ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH.

[Ordinance-2018 Adopting 2012 Intl Property Maintenance Code.pdf](#)

- 7.B FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - RESOLUTION NO. 35, 3018 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO FROM THE PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY/JUSTICE ASSISTANCE GRANT PROGRAM (PCCD JAG) IN THE AMOUNT OF \$150,000.00.

[Resolution - 2018 SPD Grant Application JAG \\$ 150K.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT - FOR ADOPTION - RESOLUTION NO. 36, 3018 - ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR MICHAEL CRAWFORD, MULTISCAPE, INC., 995 SOUTH TOWNSHIP BOULEVARD, PITTSTON, PA, 18640, AND HIGHLAND ASSOCIATES, 102 HIGHLAND AVENUE, CLARKS SUMMIT, PA, 18411, FOR REPAIR OF MORTAR JOINTS, CUTTING AND POINTING, TO SECTIONS OF THE EXTERIOR FAÇADE AT VINE STREET, DIX COURT, MULBERRY STREET, AND NORTH WASHINGTON AVENUE SIDES, SITUATED AT THE SCRANTON CULTURAL CENTER, 420 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503.

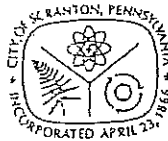
[Resolution - 2018 HARB Michael Crawford Multiscape, Inc..pdf](#)

8. ADJOURNMENT

City of Scranton
Pennsylvania

3A

Roseann Novembrino
City Controller
Municipal Building
Scranton, Pennsylvania 18503
(570) 348-4125



Office of the City Controller
and Bureau of Investigations

April 16, 2018

RECEIVED

APR 16 2018

The Honorable Mayor William L. Courtright
And

The Honorable City Council
Municipal Building
Scranton, Pa 18503

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Mayor and Honorable Council:

In Accordance with the Home Rule Charter of the City of Scranton, I am hereby submitting the report of the Office of the City Controller for the month of March, 2018.

The first section of this report includes a summary of the General Fund Activities for the month as well as a year to date revenue summary. The second section contains a detailed listing of the purchases in all departments for the period. Both sections are the end result of the review, authoritative approval, and audit procedures applicable to each section. This reflects the Controller's integral part of the internal control environment and the application of those independent audit techniques designed to provide improvement within the system and/or identify irregularities.

Rather than traditional audit reports which outline the results of an examination performed on a particular schedule within the calendar cycle, this department applies audit reviews on a daily, bi-weekly and monthly basis. Audit procedures were applied to the following financial applications which are an integral part of or have a direct impact on this report; all cash receipts flowing through the Treasurer's Office, all bank account reconciliations, Capital Budget reviews, Operating budget review/monthly reconciliation, payroll review and reconciliation, and voucher/requisition order review/authorization. Any item considered reportable would have been detailed later in this report (page 2).

This report is presented for your review. All figures are accurate as of this date but are subject to change due to subsequent postings by the Business Administration Department. Any such posting will be accounted for within the next monthly report from this department.

Sincerely,


Roseann Novembrino
City Controller

**CITY OF SCRANTON
GENERAL FUND EXPENDITURES
MONTH OF MARCH 2018**

CODE #	DEPARTMENT	EXPENDITURES
10	Mayor's Office	\$ 11,083.44
11	Public Safety	-
20	City Council	19,996.34
30	Controller	19,009.43
40	Business Administration	1,376,361.35
41	Bureau of Human Resources	816,812.46
42	Bureau of Information Technology	71,756.20
43	Treasurer	8,447.85
51	Inspections and Licenses	51,105.44
60	Law	36,271.72
71	Police	1,790,389.05
75	Traffic Maintenance	-
78	Fire	1,395,671.97
80	Public Works	238,419.62
81	Engineering	11,264.37
82	Buildings	108,914.41
83	Highways	324,983.20
84	Refuse	270,947.69
85	Garages	104,670.43
90	Single Tax Office	72,897.87
100	Parks and Recreations	34,440.72
TOTAL DEPARTMENTAL:		\$ 6,763,443.56
NON DEPARTMENTAL		
0140	Scranton Plan	\$ -
1000	Boards and Commissions	37,174.40
1100	Utilities	-
1300	Contingency	-
1500	Special Items	413,345.00
1600	Unpaid Bills	75,003.80
1700	Grants and Contributions	-
1900	Special Items (Non Add)	-
TOTAL NON DEPARTMENTAL:		\$ 525,523.20
GRAND TOTAL:		\$ 7,288,966.76

**CITY OF SCRANTON
GENERAL FUND REVENUE REPORT
FOR THE MONTH OF MARCH 2018**

CODE #	FUND SOURCE	REVENUES
300	Previous Year Balance	\$ -
301	Real Property Taxes	12,371,681.75
302	Landfill and Refuse Fees	243,066.68
304	Utility Tax	-
305	Non-Resident Tax	-
310	Local Taxes (Act 511)	1,477,105.22
319	Penalties and Interest (Delinquent Taxes)	15,357.40
320	Licenses and Permits	106,010.00
330	Fines and Forfeitures	-
331	Police Fines and Violations	31,352.99
341	Interest Earnings	5,133.17
342	Rents and Concessions	500.00
350	Inter-Government-Revenue Reimbursements	-
359	Local Governments (Payments in Lieu)	-
360	Departmental Earnings	3,814.00
367	Recreational Departments	3,457.25
380	Cable TV and Miscellaneous Revenue	40,879.65
392	Interfund Transfers	-
392*	Interfund Transfers (Non Add)	-
394	Tax Anticipation Loan/Note	-
TOTAL		\$ 14,298,358.11
MONTH TO DATE:		
	Revenues To March 2018	\$ 38,050,233.45
	Expenditures To March 2018	17,829,002.64
	NET:	\$ 20,221,230.81

*Non Add

CITY OF SCRANTON
MARCH 31, 2018
GENERAL FUND REVENUE REPORT
YEAR TO DATE

CODE #	FUND SOURCE	ESTIMATED	REALIZED	UN-REALIZED
300	Previous Year Balance	\$ -	\$ -	\$ -
301	Real Property Taxes	33,827,806.10	16,342,714.84	17,485,091.26
302	Landfill and Refuse Fees	7,662,500.00	381,843.32	7,280,656.68
304	Utility Tax	75,000.00	-	75,000.00
305	Non-Resident Tax	520,000.00	-	520,000.00
310	Local Taxes (Act 511)	39,343,469.39	7,638,891.38	31,704,578.01
319	Penalties and Interest (Delinquent Taxes)	168,092.00	31,638.60	136,453.40
320	Licenses and Permits	1,906,004.00	755,940.37	1,150,063.63
330	Fines and Forfeitures	100.00	-	100.00
331	Police Fines and Violations	360,750.00	62,011.61	298,738.39
341	Interest Earnings	30,000.00	12,818.86	17,181.14
342	Rents and Concessions	5,000.00	1,500.00	3,500.00
350	Inter-Government-Revenue Reimbursements	3,957,646.00	-	3,957,646.00
359	Local Government (Payments in Lieu)	250,000.00	-	250,000.00
360	Departmental Earnings	469,625.00	21,415.00	448,210.00
367	Recreational Departments	49,500.00	10,073.50	39,426.50
380	Cable TV and Miscellaneous Revenues	1,115,800.00	41,385.97	1,074,414.03
392	Interfund Transfers	5,183,505.30	-	5,183,505.30
392*	Interfund Transfers SSA/SPA	-	-	-
394	Tax Anticipation Loan/Note	12,750,000.00	12,750,000.00	-
395	Unfunded Pension	-	-	-
396	Capital Budget Reimbursements	-	-	-
TOTALS		\$ 107,674,797.79	\$ 38,050,233.45	\$ 69,624,564.34

PURCHASE ORDER REPORT

MONTH ENDING MARCH 31, 2018

ACCOUNT BALANCES AS OF MARCH 31, 2018				
DEPARTMENT / ACCOUNT	2018 BUDGET	MARCH, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
OFFICE OF THE MAYOR				
0101000000 4270 DUES & SUBSCRIPTIONS	22,826.70	0.00		<u>0.00</u>
0101000000 4290 STATIONERY / OFFICE SUPPLIES	150.00	150.00		<u>150.00</u>
0101000000 4420 TRAVEL & LODGING	1,000.00	1,000.00		<u>1,000.00</u>
DEPARTMENT OF PUBLIC SAFETY				
POLICE BUREAU:				
0101100071 4201 PROFESSIONAL SERVICES	25,000.00	19,255.00		<u>19,255.00</u>
0101100071 4210 SERVICES & MAINTENANCE FEE	75,000.00	39,103.38		
ENCUMBERED: PREVIOUS PERIOD			(6,178.50)	
ENCUMBERED: CURRENT PERIOD			3,550.00	
PORTER LEE CORPORATION			628.50	
LEXISNEXIS RISK DATA MANAGEMENT			200.00	
FARO TECHNOLOGIES			2,000.00	
			<u>2,000.00</u>	<u>38,903.38</u>
0101100071 4270 DUES & SUBSCRIPTIONS	3,150.00	1,680.00		
IACP MEMBERSHIP			1,225.00	
NATW MEMBERSHIP			35.00	
			<u>1,260.00</u>	<u>420.00</u>
0101100071 4280 MISCELLANEOUS SERVICES - NON CLASSIFIED	2,000.00	1,641.00		
RR DONNELLEY			59.70	
			<u>59.70</u>	<u>1,581.30</u>
0101100071 4290 STATIONERY / OFFICE SUPPLIES	2,750.00	2,441.64		
ENCUMBERED: CURRENT PERIOD			564.45	
			<u>564.45</u>	<u>1,877.19</u>
0101100071 4380 GUNS / AMMUNITION	22,500.00	20,726.57		
ENCUMBERED: PREVIOUS PERIOD			(1,582.03)	
ENCUMBERED: CURRENT PERIOD			8,003.00	
ZELLER'S SPORTING GOODS			1,582.03	
			<u>1,582.03</u>	<u>12,723.57</u>
0101100071 4390 MATERIALS / SUPPLIES (MISC)	21,000.00	12,077.97		
ENCUMBERED: PREVIOUS PERIOD			(5,116.18)	
ENCUMBERED: CURRENT PERIOD			570.00	
F & S SUPPLY COMPANY, INC.			153.50	
STARR UNIFORMS			1,388.34	
ARROWHEAD SCIENTIFIC, INC.			4,546.18	
			<u>4,546.18</u>	<u>10,536.13</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MARCH, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0101100071 4420 TRAVEL & LODGING	4,000.00	3,483.33		
HOMEWOOD SUITES BY HILTON			136.41	
RED LION HOTEL HARRISBURG			103.70	
HAMPTON INN PHILADELPHIA / WILLOW GROVE			217.80	
FAIRFIELD INN & SUITES SOMERSET			1,017.88	
HAMPTON INN PARSIPPANY			855.86	
				<u>1,151.68</u>
0101100071 4470 TRAINING & CERTIFICATION	50,000.00	42,583.00		
ENCUMBERED: PREVIOUS PERIOD			(2,132.00)	
ENCUMBERED: CURRENT PERIOD			1,505.00	
NATIONAL ASSOCIATION OF FIRE INVESTIGATORS			125.00	
BURNHAM, WILLIAM			300.00	
CRASH DATA GROUP			9,700.00	
DIMENSION SUPPLY			2,132.00	
MOORE, CRAIG C.			(990.00)	
				<u>31,943.00</u>
0101100071 4550 CAPITAL EXPENDITURES	350,000.00	162,684.70		
ENCUMBERED: PREVIOUS PERIOD			(187,315.30)	
ENCUMBERED: CURRENT PERIOD			161,465.30	
WATCH GUARD			25,850.00	
				<u>162,684.70</u>
0101100071 4570 MAINTENANCE COMMUNICATION EQUIPMENT	7,500.00	7,363.30		
INDUSTRIAL ELECTRONICS, INC.			3,487.41	
				<u>3,875.89</u>
0101100071 6003 SPCA - ANIMAL CONTROL	86,976.00	86,765.03		
VETERINARY REFERRAL & EMERGENCY CENTER			62.65	
				<u>86,702.38</u>
FIRE BUREAU:				
0101100078 4201 PROFESSIONAL SERVICES	23,000.00	21,297.75		
SCRANTON GRINDER & HARDWARE			38.63	
877 DESIGN			3,500.00	
JALVO, INC.			1,125.00	
WITMER ASSOCIATES, INC.			180.00	
				<u>16,454.12</u>
0101100078 4210 SERVICE & MAINTENANCE FEE	15,000.00	9,602.28		
				<u>9,602.28</u>
0101100078 4270 DUES & SUBSCRIPTIONS	1,000.00	850.00		
				<u>850.00</u>
0101100078 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	10,000.00	5,371.33		
SCRANTON RESTAURANT SUPPLY			689.00	
C. G. CUSTOM TRUCKS			240.00	
DUNMORE APPLIANCE			338.00	
				<u>4,104.33</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MARCH, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0101100078 4390 MATERIALS / SUPPLIES (MISC)	7,250.00	5,704.93		<u>5,704.93</u>
0101100078 4420 TRAVEL & LODGING	3,000.00	2,843.70		<u>2,843.70</u>
0101100078 4430 AIR PACK / REHAB SUPPLIES	6,000.00	6,000.00		<u>6,000.00</u>
0101100078 4470 TRAINING & CERTIFICATION	75,000.00	62,819.78		
NUNEMACHER, DREW			375.00	
BUCKLEY, TYLER			500.00	
BOLUS, ROBERT JR.			375.00	
AZZARELLI, NICHOLAS			712.71	
FRATAMICO, DARYL			712.71	
LUCAS, ALLEN			712.71	
LUNNEY, JAMES			712.71	
			<u>712.71</u>	<u>58,718.94</u>
0101100078 4550 CAPITAL EXPENDITURES	1,250,000.00	1,098,330.71		
WALSH ELECTRICAL, INC.			19,800.00	
SCRANTON ELECTRIC HEATING & COOLING			99,504.00	
NAT ALEXANDER CO.			14,617.50	
			<u>14,617.50</u>	<u>964,409.21</u>
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPMENT	4,250.00	4,250.00		<u>4,250.00</u>
0101100078 4575 MAINTENANCE-EQUIPMENT	1,000.00	1,000.00		<u>1,000.00</u>
0101100078 4580 GENERAL EQUIPMENT	75,000.00	65,638.03		
FAST RESCUE SOLUTIONS			2,075.00	
SAFETY SERVICES & CONSULTING, LLC			510.00	
GLEN SUMMIT SPRINGS WATER			12.15	
			<u>2,597.15</u>	<u>63,040.88</u>
OFFICE OF THE CITY CLERK / CITY COUNCIL				
0102000000 4201 PROFESSIONAL SERVICES	56,000.00	55,232.74		
EDM AMERICAS, INC.			187.49	
NARDOZZI, CATHENE			366.00	
			<u>553.49</u>	<u>54,679.25</u>
0102000000 4210 SERVICES & MAINTENANCE FEE	15,000.00	15,000.00		<u>15,000.00</u>
0102000000 4230 PRINTING & BINDING	6,250.00	6,250.00		<u>6,250.00</u>
0102000000 4250 ADVERTISING	31,500.00	29,802.00		
SCRANTON TIMES			2,163.90	
			<u>2,163.90</u>	<u>27,638.10</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MARCH, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0102000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	481.58		
GLEN SUMMIT SPRINGS WATER			5.50	
				<u>476.08</u>

CITY CONTROLLER

0103000000 4201 PROFESSIONAL SERVICES	40,000.00	40,000.00		<u>40,000.00</u>
0103000000 4230 PRINTING AND BINDING	1,000.00	1,000.00		<u>1,000.00</u>
0103000000 4240 POSTAGE & FREIGHT	100.00	100.00		<u>100.00</u>
0103000000 4270 DUES & SUBSCRIPTIONS	225.00	225.00		
SCRANTON TIMES			218.40	
				<u>6.60</u>
0103000000 4290 STATIONERY / OFFICE SUPPLIES	200.00	148.57		
GLEN SUMMIT SPRINGS WATER			22.45	
				<u>126.12</u>
0103000000 4420 TRAVEL AND LODGING	1,000.00	1,000.00		<u>1,000.00</u>

BUSINESS ADMINISTRATION DEPARTMENT ADMINISTRATION:

0104000040 4201 PROFESSIONAL SERVICES	250,000.00	209,123.46		
DIGITAL ASSURANCE CERTIFICATION			2,500.00	
UNITED RETIREMENT PLAN CONSULTANTS			495.00	
TURNKEY TAXES			2,990.01	
JOYCE HATALA ASSOCIATES			550.00	
				<u>202,588.45</u>
0104000040 4210 SERVICES & MAINTENANCE FEE	1,750.00	1,581.00		<u>1,581.00</u>
0104000040 4230 PRINTING & BINDING	1,000.00	1,000.00		<u>1,000.00</u>
0104000040 4240 POSTAGE & FREIGHT	30,000.00	25,000.00		<u>25,000.00</u>
0104000040 4250 ADVERTISING	17,250.00	16,393.70		
SCRANTON TIMES			1,366.80	
				<u>15,026.90</u>
0104000040 4270 DUES & SUBSCRIPTIONS	1,000.00	205.00		<u>205.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MARCH, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0104000040 4290 STATIONERY / OFFICE SUPPLIES	12,750.00	11,075.84		
ENCUMBERED: PREVIOUS PERIOD			(1,674.16)	
ENCUMBERED: CURRENT PERIOD			2,038.14	
OFFICE DEPOT			77.88	
				<u>10,633.98</u>
0104000040 4390 MATERIALS / SUPPLIES (MISC)	600.00	476.90		
NOLAN & ROGERS			19.90	
GLEN SUMMIT SPRINGS WATER			11.55	
				<u>445.45</u>
0104000040 4420 TRAVEL & LODGING	2,500.00	2,500.00		
				<u>2,500.00</u>
0104000040 4470 TRAINING & CERTIFICATION	2,000.00	1,551.00		
				<u>1,551.00</u>
0104000040 6009 OPERATING TRANSFERS - WORKERS' COMP	3,743,432.00	3,543,432.00		
CITY OF SCRANTON			1,000,000.00	
				<u>2,543,432.00</u>
0104000040 6024 BANK FEES AND CHARGES	11,000.00	11,000.00		
				<u>11,000.00</u>
HUMAN RESOURCES:				
0104000041 4201 PROFESSIONAL SERVICES	150,000.00	120,478.17		
P & A GROUP ADMIN SERVICE			367.22	
MILLENNIUM ADMINISTRATORS			2,325.00	
CONCORDE, INC.			420.92	
SOCIETY FOR HUMAN RESOURCE			209.00	
C3 GROUP LLC			15,000.00	
WE PAY PROCESSING CHARGES			4,503.75	
				<u>97,652.28</u>
0104000041 4290 STATIONARY / OFFICE SUPPLIES	25,000.00	25,000.00		
				<u>25,000.00</u>
0104000041 4390 MATERIALS / SUPPLIES (MISC)	500.00	482.75		
GLEN SUMMIT SPRINGS WATER			16.75	
				<u>466.00</u>
0104000041 4420 TRAVEL & LODGING	1,000.00	1,000.00		
				<u>1,000.00</u>
0104000041 4470 TRAINING & CERTIFICATION	3,000.00	3,000.00		
				<u>3,000.00</u>
0104000041 4630 LIABILITY / CASUALTY INSURANCE	1,371,000.00	1,364,175.50		
KNOWLES ASSOCIATES L.L.C.			775,517.00	
GALLAGHER BASSETT SERVICE			500.00	
BRIT GLOBAL SPECIALTY USA			2,175.00	
				<u>585,983.50</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MARCH, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
INFORMATION TECHNOLOGY:				
0104000042 4201 PROFESSIONAL SERVICES SIMPLEXGRINNELL LP URBAN ELECTRICAL CONTRACTORS, INC.	95,250.00	35,629.17	798.75 4,299.87	<u>30,530.55</u>
0104000042 4210 SERVICES & MAINTENANCE FEE ENCUMBERED: PREVIOUS PERIOD CDW GOVERNMENT, INC.	75,000.00	41,203.40	(1,700.00) 1,700.00	<u>41,203.40</u>
0104000042 4270 DUES AND SUBSCRIPTIONS	500.00	500.00		<u>500.00</u>
0104000042 4290 STATIONARY / OFFICE SUPPLIES	1,000.00	1,000.00		<u>1,000.00</u>
0104000042 4390 MATERIALS / SUPPLIES (MISC) SWIETNICKI, FRANK CDW GOVERNMENT, INC. HILLMAN SECURITY & FIRE	65,000.00	52,039.66	1,608.26 8,410.00 227.70	<u>41,793.70</u>
0104000042 4420 TRAVEL AND LODGING	750.00	750.00		<u>750.00</u>
0104000042 4440 TELEPHONE COMCAST FRONTIER COMMUNICATIONS SOLID ROCK IT SOLUTIONS A T & T MOBILITY	150,000.00	127,849.22	632.13 7,361.62 3,010.00 4,570.18	<u>112,275.29</u>
0104000042 4470 TRAINING & CERTIFICATION	10,000.00	10,000.00		<u>10,000.00</u>
0104000042 4550 CAPITAL EXPENDITURES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD CDW GOVERNMENT, INC. HAVIS, INC. NORTHEAST MUSIC CENTER, INC.	250,000.00	108,412.19	(85,986.81) 72,901.70 12,125.00 13,085.11 3,562.22	<u>92,724.97</u>
0104000042 4560 EQUIPMENT MAINTENANCE / LEASES	50,000.00	50,000.00		<u>50,000.00</u>
TREASURY:				
0104000043 4201 PROFESSIONAL SERVICES	11,250.00	11,250.00		<u>11,250.00</u>
0104000043 4390 MATERIALS / SUPPLIES (MISC)	8,000.00	6,804.24		<u>6,804.24</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MARCH, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL
0104000043 6000 TAX & MISCELLANEOUS REFUNDS	1,000.00	1,000.00		<u>1,000.00</u>
0104000043 6001 TAX COLLECTION COMMITTEE EXPENSE	500.00	500.00		<u>500.00</u>
BUREAU OF LICENSES, INSPECTIONS & PERMITS				
LICENSE, INSPECTIONS & PERMITS:				
0105100051 4201 PROFESSIONAL SERVICES	40,000.00	40,000.00		<u>40,000.00</u>
0105100051 4290 STATIONERY / OFFICE SUPPLIES	500.00	500.00		<u>500.00</u>
0105100051 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00		<u>500.00</u>
0105100051 4420 TRAVEL AND LODGING	1,000.00	1,000.00		<u>1,000.00</u>
0105100051 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		<u>1,000.00</u>
0105100051 4550 CAPITAL EXPENDITURES	23,000.00	23,000.00		<u>23,000.00</u>
0105100051 4570 MAINTENANCE COMMUNICATION EQUIPMENT	500.00	500.00		<u>500.00</u>
0105100051 4590 BUILDING DEMOLITION	65,000.00	65,000.00		<u>65,000.00</u>
BUREAU OF BUILDINGS:				
0105100082 4201 PROFESSIONAL SERVICES	75,000.00	75,000.00		<u>75,000.00</u>
0105100082 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	150,000.00	137,352.22		
VECTOR SECURITY			97.20	
AJS MECHANICAL SERVICES, LLC			145.00	
S & S TOOLS & SUPPLIES			171.10	
SMURL, GERALD			3,790.36	
R E MICHEL COMPANY LLC			499.81	
CINTAS FAS LOCKBOX 636525			329.82	
CINTAS CORPORATION			381.04	
URBAN ELECTRICAL CONTRACTORS, INC.			2,882.00	
AMERICAN JANITOR			1,744.00	
TRI-DIM FILTER CORP.			470.61	
LIBERTY ELEVATOR EXPERTS			70.00	
FRIEDMAN ELECTRIC SUPPLY			4,356.53	
GIANT FLOOR			2,250.00	
C & C CLEANING SERVICES			8,385.00	
				<u>111,779.75</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MARCH, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0105100082 4445 SEWER CHARGES	5,000.00	5,000.00		<u>5,000.00</u>
0105100082 4447 UGI - GAS	135,000.00	106,642.05		
UGI PENN NATURAL GAS			8,197.84	
DIRECT ENERGY BUSINESS			<u>12,226.99</u>	
				<u>86,217.22</u>
0105100082 4448 PAWC - WATER	475,000.00	445,958.47		
PENNSYLVANIA AMERICAN WATER CO.			28,346.93	
				<u>417,611.54</u>
0105100082 4450 ELECTRICAL	275,000.00	244,767.83		
PPL ELECTRIC UTILITIES			<u>26,402.12</u>	
				<u>218,365.71</u>
0105100082 4465 BUILDING SUPPLIES	1,000.00	1,000.00		<u>1,000.00</u>
LAW DEPARTMENT:				
0106000000 4201 PROFESSIONAL SERVICES	195,000.00	191,850.00		
HUGHES, NICHOLLS & O'HARA			2,096.07	
LACKAWANNA BAR ASSOCIATION			1,400.00	
POWELL & APPLETON, OC			3,696.56	
MICHAEL A. GENELLO, ESQUIRE			1,878.40	
GREY AREA DISPUTE SERVICE			5,998.23	
SCRANTON TIMES			1,811.80	
CIPRIANI & WERNER, P.C.			323.00	
FOX ROTHSCHILD, LLP			<u>3,828.00</u>	
				<u>170,817.94</u>
0106000000 4210 SERVICES AND MAINTENANCE FEE	2,000.00	2,000.00		<u>2,000.00</u>
0106000000 4270 DUES & SUBSCRIPTIONS	3,950.00	3,735.00		
WEST PAYMENT CENTER			<u>231.00</u>	
				<u>3,504.00</u>
0106000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	235.00		<u>235.00</u>
0106000000 4390 MATERIALS / SUPPLIES (MISC)	500.00	500.00		<u>500.00</u>
0106000000 4420 TRAVEL & LODGING	1,000.00	1,000.00		<u>1,000.00</u>
0106000000 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		<u>1,000.00</u>
0106000000 4550 CAPITAL EXPENDITURES	3,250.00	3,250.00		<u>3,250.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	BEGINNING BAL	MARCH, 2018	
			ACTIVITY	ENDING BAL.
DEPARTMENT OF PUBLIC WORKS				
ADMINISTRATION BUREAU:				
0108000080 4201 PROFESSIONAL SERVICES	50,000.00	50,000.00		50,000.00
0108000080 4210 SERVICES & MAINTENANCE FEE PA ONE CALL SYSTEM, INC.	2,040.00	2,001.44	51.92	1,949.52
0108000080 4420 TRAVEL AND LODGING	500.00	500.00		500.00
0108000080 4650 CAPITAL EXPENDITURES	10,000.00	10,000.00		10,000.00
0108000080 4570 MAINTENANCE COMMUNICATION EQUIPMENT INDUSTRIAL ELECTRONICS, INC.	16,500.00	14,970.00	1,530.00	13,440.00
0108000080 4576 MAINTENANCE SUPER FUND SIGHT	13,000.00	13,000.00		13,000.00
0108000080 6007 FLOOD PROTECTION SYSTEM MAINTENANCE ENCUMBERED: PREVIOUS PERIOD WILLIAMS INDUSTRIAL SUPPLY S & S TOOLS & SUPPLIES NORTH END ELECTRIC	50,000.00	49,546.77	(35.00) 35.00 28.44 6,559.00	42,959.33
ENGINEERING BUREAU:				
0108000081 4201 PROFESSIONAL SERVICES LABELLA ASSOCIATES	69,500.00	57,750.00	5,875.00	51,875.00
0108000081 4210 SERVICES & MAINTENANCE FEE	500.00	500.00		500.00
0108000081 4290 STATIONERY / OFFICE SUPPLIES	100.00	100.00		100.00
0108000081 4390 MATERIALS / SUPPLIES (MISC)	250.00	250.00		250.00
0108000081 4470 TRAINING & CERTIFICATION	1,000.00	1,000.00		1,000.00
HIGHWAYS BUREAU:				
0108000083 4260 RENTAL VEHICLES & EQUIPMENT BUDGET TRANSFER TO: 0108000083 4410 BUDGET TRANSFER TO: 0108000083 4410 BUDGET TRANSFER TO: 0108000083 4410	300,000.00	290,000.00	55,500.00 50,000.00 45,000.00	139,500.00

DEPARTMENT / ACCOUNT	2018 BUDGET	MARCH, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000083 4340 CONSTRUCTION - PAVING MATERIAL ENCUMBERED: CURRENT PERIOD HEI-WAY LLC	100,000.00	90,152.65	34,087.50 9,736.75	<u>46,328.40</u>
0108000083 4350 PAINT / SIGN MATERIAL ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD FASTENAL COMPANY BASSLER EQUIPMENT CO. GLECO PAINTS, INC	50,000.00	44,694.79	(4,481.19) 4,269.37 211.82 80.22 98.99	<u>44,515.58</u>
0108000083 4370 PARKS AND RECREATION SUPPLIES	62,000.00	62,000.00		<u>62,000.00</u>
0108000083 4390 MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD CENTRAL CLAY PRODUCTS S & S TOOLS & SUPPLIES JUDGE LUMBER COMPANY AMERICAN JANITOR PA NORTHEAST REGIONAL RAILROAD AUTHORITY F & S SUPPLY COMPANY, INC.	37,500.00	35,674.40	(288.00) 1,137.12 288.00 395.84 379.30 203.50 24.00 599.88	<u>32,934.76</u>
0108000083 4410 SALT BUDGET TRANSFER FROM: 0108000083 4260 BUDGET TRANSFER FROM: 0108000083 4260 BUDGET TRANSFER FROM: 0108000083 4260 AMERICAN ROCK SALT CO. LLC KEYSTONE QUARRY, INC.	273,500.00	313.13	(55,500.00) (50,000.00) (45,000.00) 115,382.83 5,164.37	<u>30,265.93</u>
0108000083 4460 STREET LIGHTING PPL ELECTRIC UTILITIES	375,000.00	263,000.00	45,757.86	<u>217,242.14</u>
0108000083 4466 STREET LIGHTING SERVICE / MAINTENANCE	77,500.00	70,852.06		<u>70,852.06</u>
0108000083 4550 CAPITAL EXPENDITURES KUHARCHIK CONSTRUCTION, INC.	140,000.00	220,935.61	36,156.08	<u>184,779.53</u>
0108000083 4551 ROADWAY RESURFACING PROGRAM	875,000.00	875,000.00		<u>875,000.00</u>
REFUSE BUREAU:				
0108000084 4390 MATERIALS / SUPPLIES (MISC)	1,000.00	979.31		<u>979.31</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MARCH, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000084 4420 TRAVEL AND LODGING	1,000.00	1,000.00		<u>1,000.00</u>
0108000084 4490 LANDFILL	1,271,434.74	1,099,371.01		
COMMONWEALTH OF PENNSYLVANIA			50.00	
KEYSTONE SANITARY LANDFILL			<u>90,210.98</u>	<u>1,009,110.03</u>
0108000084 4550 CAPITAL EXPENDITURES	180,000.00	180,000.00		<u>180,000.00</u>
GARAGES BUREAU:				
0108000085 4220 CONTRACTED SERVICES	750.00	897.50		
DAILEY RESOURCES			204.00	
MCCARTHY TIRE SERVICE, INC.			<u>158.62</u>	<u>534.88</u>
0108000085 4301 GAS, OIL, LUBRICANTS	295,000.00	226,583.36		
G & G EXPRESS MARTS, INC.			33.01	
PETROLEUM TRADERS CORPORATION			14,857.76	
D. G. NICHOLAS CO.			1,120.43	
POWELL'S SALES & SERVICE			25.00	
WEX BANK			<u>15,402.66</u>	<u>195,144.50</u>
0108000085 4310 EQUIPMENT/VEHICLE REPAIR/MAINTENANCE	325,000.00	264,960.67		
ENCUMBERED: PREVIOUS PERIOD			(2,399.00)	
ENCUMBERED: CURRENT PERIOD			1,069.94	
D. G. NICHOLAS CO.			5,135.37	
C. G. CUSTOM TRUCKS			2,304.32	
A.I.T. AUTOMOTIVE			2,377.64	
DAVE'S AUTO IGNITION			100.00	
ELECTRO BATTERY			1,587.00	
AMERICAN FIRE SERVICES			691.15	
WAYNE COUNTY FORD			407.23	
FLEET PRIDE			236.89	
INDUSTRIAL ELECTRONICS, INC.			1,963.70	
A-1 SPRING SERVICE			798.00	
POWELL'S SALES & SERVICE			543.67	
DENAPLES AUTO PARTS			3,376.00	
F & S SUPPLY COMPANY, INC.			937.50	
SUNBURY MOTORS			50.95	
DENAPLES TOWING, INC.			320.00	
MAY EQUIPMENT			1,335.28	
TRIPLE CITIES ACQUISITIONS, LLC			584.89	
EAGLE TRUCK EQUIPMENT, INC.			410.08	
PUNDOK CONSTRUCTION			125.45	
AIR BRAKE & EQUIPMENT CO., INC.			993.26	
NAZAR DIESEL, INC.			8,109.10	
FIVE STAR EQUIPMENT CO., INC.			800.00	
FRIEDMAN ELECTRIC SUPPLY			<u>67.33</u>	<u>233,034.92</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MARCH, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000085 4360 SMALL TOOLS / SHOP SUPPLIES	6,500.00	4,074.85		
ENCUMBERED: PREVIOUS PERIOD			(88.23)	
D. G. NICHOLAS CO.			132.01	
TORBA, KEVIN			200.00	
				<u>3,831.07</u>
0108000085 4390 MATERIALS / SUPPLIES (MISC)	49,500.00	41,975.78		
ENCUMBERED: PREVIOUS PERIOD			(645.46)	
ENCUMBERED: CURRENT PERIOD			1,226.73	
A.I.T. AUTOMOTIVE			444.50	
FASTENAL COMPANY			136.55	
D. G. NICHOLAS CO.			1,333.97	
NORTHEAST HYDRAULICS			863.55	
DENAPLES AUTO PARTS			197.00	
TRIPLE CITIES ACQUISITIONS, LLC			152.35	
C. G. CUSTOM TRUCKS			673.80	
				<u>37,592.79</u>
0108000085 4401 TIRES	109,500.00	100,995.63		
ENCUMBERED: CURRENT PERIOD			533.28	
MCCARTHY TIRE SERVICE, INC.			4,981.70	
GOOD YEAR			2,805.50	
				<u>92,675.15</u>
0108000085 4420 TRAVEL AND LODGING	500.00	500.00		
				<u>500.00</u>
0108000085 4550 CAPITAL EXPENDITURES	25,000.00	6,143.04		
ENCUMBERED: PREVIOUS PERIOD			(18,856.96)	
ENCUMBERED: CURRENT PERIOD			18,856.96	
				<u>6,143.04</u>
0108000085 4901 MAINTENANCE (PREVENTATIVE)	7,500.00	4,276.72		
				<u>4,276.72</u>
PARKS & RECREATION DEPARTMENT:				
0110000000 4280 MISC SERVICES - NON CLASSIFIED	5,000.00	5,000.00		
				<u>5,000.00</u>
0110000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	359.84		
				<u>359.84</u>
0110000000 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	15,000.00	14,966.42		
				<u>14,966.42</u>
0110000000 4330 MEDICAL, CHEMICAL, LAB SUPPLIES	20,000.00	20,000.00		
				<u>20,000.00</u>
0110000000 4360 SMALL TOOLS / SHOP SUPPLIES	500.00	500.00		
				<u>500.00</u>
0110000000 4370 PARKS & RECREATION SUPPLIES	1,000.00	1,000.00		
				<u>1,000.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MARCH, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0110000000 4420 TRAVEL AND LODGING	750.00	750.00		<u>750.00</u>
0110000000 4530 PERFORMING ARTS	20,000.00	7,500.00		<u>7,500.00</u>
0110000000 4540 SPRING / SUMMER PROGRAMS	3,000.00	2,773.33		<u>2,773.33</u>
0110000000 4550 CAPITAL EXPENDITURES	875,000.00	875,000.00		<u>875,000.00</u>
NON-DEPARTMENTAL EXPENDITURES				
0140110030 4299 ZONING BOARD	18,500.00	18,500.00		
PLEVYAK, MARY M.			150.00	
SCRANTON TIMES			319.40	
PENETAR, DANIEL			555.00	
			<u>1,024.40</u>	<u>17,475.60</u>
0140110060 4299 EVERHART MUSEUM	29,000.00	14,500.01		<u>14,500.01</u>
0140110075 4299 SCRANTON PLAN	60,000.00	50,000.00		<u>50,000.00</u>
0140110080 4299 SCRANTON TOMORROW	75,000.00	0.00		<u>0.00</u>
0140110110 4299 SHADE TREE COMMISSION	95,000.00	75,510.00		
NORTHERN TREE EXPERT CO.			10,450.00	
MONUMENTS BY PARISE			3,700.00	
TITAN TREE SERVICE			11,500.00	
			<u>25,650.00</u>	<u>49,860.00</u>
0140110120 4299 ST. CATS AND DOGS	10,000.00	10,000.00		<u>10,000.00</u>
0140110130 4299 MAYOR'S 504 TASK FORCE	1,000.00	1,000.00		<u>1,000.00</u>
0140110140 4299 CIVIL SERVICE COMMISSION	25,000.00	23,128.15		<u>23,128.15</u>
0140110150 4299 HUMAN RELATIONS COMMISSION	25,000.00	25,000.00		<u>25,000.00</u>
0140110155 4299 LHVA TRAIL MAINTENANCE	21,000.00	21,000.00		
LACKAWANNA HERITAGE VALLEY AUTHORITY			10,500.00	
			<u>10,500.00</u>	<u>10,500.00</u>
0140115230 4299 TAN SERIES	12,750,000.00	12,750,000.00		<u>12,750,000.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MARCH, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0140115240 4299 TAN SERIES INTEREST	494,850.00	494,850.00		<u>494,850.00</u>
0140115310 4299 OPER TSF TO DBT SVC - STREET LIGHTING	450,058.36	450,058.36		<u>450,058.36</u>
0140115320 4299 OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS	171,539.33	135,289.84		<u>135,289.84</u>
0140115324 4299 OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	100,000.00		<u>100,000.00</u>
0140115328 4299 OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA	2,061,662.50	2,061,662.50		<u>2,061,662.50</u>
0140115329 4299 OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS	218,147.96	218,147.96		<u>218,147.96</u>
0140115330 4299 OPER TSF TO DBT SVC - LEASE OF KME ENGINE	49,849.00	0.00		<u>0.00</u>
0140115332 4299 OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING	3,234,419.34	3,234,419.34		<u>3,234,419.34</u>
0140115334 4299 OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER	25,851.02	25,851.02		<u>25,851.02</u>
0140115335 4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	219,557.60	219,557.60		<u>219,557.60</u>
0140115336 4299 OPER TSF TO DBT SVC - LEASE OF TURNOUT GEAR	80,000.00	0.00		<u>0.00</u>
0140115338 4299 OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A	2,420,500.00	2,420,500.00		<u>2,420,500.00</u>
0140115339 4299 OPER TSF TO DBT SVC - 2016 GENL. OBL. NOTES	1,877,000.00	1,877,000.00		<u>1,877,000.00</u>
0140115340 4299 OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS	53,925.94	0.00		<u>0.00</u>
0140115341 4299 OPER TSF TO DBT SVC - PIB LOAN	244,968.88	244,968.88		<u>244,968.88</u>
0140115342 4299 OPER TSF TO DBT SVC - LEASE STREET LIGHTING 233 GENESEE STREET CORPORATION	413,345.00	413,345.00	<u>413,345.00</u>	<u>0.00</u>

DEPARTMENT / ACCOUNT	2018 BUDGET	MARCH, 2018		
		BEGINNING BAL	ACTIVITY	ENDING BAL.
0140115343 4299 2018 ARIEL PLATFORM TRUCK LEASE	102,156.57	102,156.57		<u>102,156.57</u>
0140113090 4299 CONTINGENCY	705,799.10	705,799.10		<u>705,799.10</u>
0140113100 4299 OECD CONTINGENCY	45,000.00	45,000.00		<u>45,000.00</u>
0140116090 4299 UNENCUMBERED EXPENSES PRIOR YEAR OBLIG. KUHARCHIK CONSTRUCTION, INC.	550,000.00	550,000.00	75,003.80	<u>474,996.20</u>
0140116270 4299 COURT AWARDS	350,000.00	(132,678.25)		<u>(132,678.25)</u>
0140117020 4299 VETERAN'S ORGANIZATION	75,000.00	75,000.00		<u>75,000.00</u>
0140117040 4299 OPEB TRUST FUND	150,000.00	150,000.00		<u>150,000.00</u>
0140117060 4299 TRIPP PARK COMMUNITY CENTER	1,000.00	1,000.00		<u>1,000.00</u>
0140117080 4299 TARGETED EXPENSES - REVENUE PASS THROUGH ACCOUNT	300,000.00	300,000.00		<u>300,000.00</u>

LACKAWANNA COUNTY PLANNING COMMISSION
ORDINANCE/AMENDMENT
EVALUATION REPORT

Office Use Only:		
REC'D: 29-Mar-2018	REV'D: 04-Apr-2018	RET'D: 12-Apr-2018

Municipality:	City of Scranton
Ordinance:	SALDO
Replacement/Amendment:	Amendment
Date of Current Ordinance:	Apr-96
Summary:	Revise section regarding lot line adjustments to grant approving authority to the planning bureau instead of planning commission.
Submitted by:	Lori Reed, City Clerk

COMMENTS

The LCRPC has no concerns or objections to the SALDO amendment.

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Reviewer: Mary J. Amato

TAX ASSESSOR'S REPORT

Hearing Date: 05/02/18

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value	After Appeal Value
12:15 PM	BARRETO MILAGROS	SCRANTON	15616050034		22000	
12:25 PM	WILLIAMS STEVEN F	SCRANTON W-20	16715020033		14000	
12:35 PM	PAEZ DAIANA	SCRANTON	15668030019		13000	
12:45 PM	KROWIAK EDWARD G & TREAT J	SCRANTON	14511010044		16000	
12:55 PM	CONNORS ROBER K & LINDA	SCRANTON	1341504000194	JASON OMALLEY	25500	
1:05 PM	TUBBS JOSEPH P & DEBORAH L	ROARING BROOK TWP	1700101001177	JASON OMALLEY	62580	
1:15 PM	ANISKA THOMAS A & CHERYL	ARCHBALD	09402050010		43900	
1:25 PM	LODER HOWARD B & KIMBERLY A	BENTON TWP	02814010031		25500	
1:35 PM	OCONNOR TERRENCE	CARBONDALE TWP	0750201000901		5000	
1:45 PM	PARKER GEORGE W & BONNIE L	CLARKS SUMMIT	1001004002102	PATRICK LAVELLE	46500	
1:55 PM	GLASSMAN ALAN & LAUREL	SOUTH ABINGTON TWP	0990202000205	PATRICK LAVELLE	106000	
2:05 PM	COZZA TREVOR & NICOLE	COVINGTON TWP	1970404000202		34985	
2:25 PM	HARAMIS STEPHEN	COVINGTON TWP	22702080150		4600	
2:25 PM	ZBACH SHAWN G & LARISA	DICKSON CITY	11405050001		20000	
2:35 PM	CAPONE MARY M	OLYPHANT	1250209001108	JUSTIN SULLA	50000	
2:45 PM	GIOMBETTI RONALD & RUTHANN	ROARING BROOK	1600102000512		35000	
2:55 PM	CHORBA STEPHEN J & KAREN ANN	JEFFERSON	1400101000223		2500	
3:05 PM	DEPIETRO ANTHONY & MELANIE	ROARING BROOK	1600102000523		79100	
3:15 PM	LAMBERT ROBERT A & JILL	MOOSIC	1850102001028		50000	
3:25 PM	SEBASTIANELLI J & FABRI E & R	OLYPHANT	12603010003		12400	
3:30 PM	KOESTER MARY FRANCES & ROBE	JEFFERSON TWP	1380401001711	LAWRENCE DURKIN	38000	

TOTAL RECORDS 21

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CITY OF SCRANTON FIREFIGHTERS PENSION COMMISSION

Minutes

March 21, 2018

The Scranton Firefighters Pension Commission was called to order at 08:35 hrs. The following members were in attendance:

Chairman John Judge

Secretary Brian Scott

Active Rep. Jim Sable

Retired Rep. Bernard Garvey

Retired Rep. Terry Osborne

Attorney Larry Durkin

Controller Rosanne Novembrino

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Motion to accept February 2018 minutes by Sable, second by Garvey. Motion carried.

Correspondence:

None

Bills:

Motion to pay Durkin and MacDonald LCC \$1305.00 by Scott, second by Osborne.

Motion to pay bill carried.

Old Business:

Executive session held for matters involving board members requesting legal opinions from pension attorney.

Osborne asked Durkin if state law was argued in the retiree raises case. Durkin stated that state law was argued in the court case. Durkin stated the statute that applies to raises has language stating the fund has to be actuarial sound. Durkin stated city language mirrors state law and the 1987 ordinance revised pension

language. Durkin stated the starting authority is the state law and the city was required to revise the pension structure. Osborne stated that the arbitrator was wrong and that it had to be collectively bargained per the Philadelphia case. Durkin stated the problem is with what is stated in state law. Durkin stated that he made all the arguments Osborne was speaking of in the case. Durkin stated that the legal authority is the state law. Garvey stated that Philadelphia retirees are getting raises every year. Osborne stated that the union E-board negotiates raises. Judge stated that the pension board makes a motion to grant raises.

Durkin is researching how long a firefighter has to be married for his spouse to be eligible for pension benefits. Durkin stated the state statute states you have to be married 5 years prior to retirement and the police language states the same. Durkin stated that the city ordinance mirrors the state statute. Durkin stated two sections state that you must be married 5 years prior to date of death. Garvey stated that a LODD widow loses benefit if she remarries. Durkin stated that a class 2 city is a two year requirement. Durkin is still going to look into the matter.

New Business:

Passing of retiree Robert Grisko

Sable stated he met with the city about the pension doctor fees. He stated he thinks they are too expensive. Judge recommended asking the city to pay for the cost of pension doctors. Sable stated that he would ask the city.

Application for Membership: None

Application for Pension:

Motion by Osborne to grant Paul Laskowski a non-work-related disability pension, second by Scott. Motion carried.

Laskowski requesting a refund on unused military buy-back. He used 2.39 years and would like a refund for 2.61 years. Motion by Sable to recalculate and reimburse Laskowski military buy-back, second by Judge. Motion carried.

Audience:

None

Motion to Adjourn:

Motion to adjourn by Novembrino, second by Garvey. Motion Carried

City of Scranton
Pennsylvania



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Non-Uniform Municipal Pension Fund

MINUTES

NON-UNIFORM MUNICIPAL PENSION BOARD

MARCH 21, 2018

The City of Scranton's Non-Uniform Municipal Pension Board held their monthly meeting on Wednesday, March 21, 2018 at 9:30 A.M. in City Council Chambers.

In attendance were:

Ernest Reich, President

John Hazzouri, Vice President

Roseann Novembrino, City Controller

Larry Durkin, Esquire, Attorney for Board

Lori Reed, Proxy for City Council

Danielle Kennedy, Proxy for Mayor

President Reich asked for a motion to accept the minutes of the February 21, 2018 meeting as presented.

Mrs. Novembrino made a motion to accept the minutes from the prior meeting.

Mr. Hazzouri seconded the motion.

President Reich: On the question? All in favor? (All were in favor). Opposed? Okay, motion carried.

President Reich: First item on our agenda, received an invoice from Durkin MacDonald, LLC in the amount of \$1,435.50 which represents services rendered from February 20, 2018 through March 19, 2018. Do I have a motion to pay?

Mr. Hazzouri made a motion to pay the invoice to Durkin MacDonald.

Mrs. Reed seconded the motion.

President Reich: On the question? All in favor? (All were in favor). Opposed? Motion carried.

President Reich: Item number 2, received check # 4677 dated March 7, 2018 in the amount of \$264.00 from Karin Walsh which represents her pension contributions for 2018. Do I have a motion to accept?

Mr. Hazzouri made a motion to accept Mrs. Walsh's check.

Mrs. Novembrino seconded the motion.

President Reich: On the question? All in favor? (All were in favor). Opposed? Motion carried.

Mr. Hazzouri: Is that for the full year, Kathy?

Secretary: Yes, for the full year.

Mr. Hazzouri: She pays \$22.00 a month, correct?

Secretary: Correct.

Mr. Hazzouri: I wasn't sure.

President Reich: Item number 3, three Single Tax Office employees submitted requests to repay pension contributions refunded to them when they were laid off in 2012 and then rehired in 2015 in order to be credited for that time toward their pensions. Do I have a motion?

Mr. Hazzouri: Has this ever happened before?

President Reich: Question? Is there discussion?

Attorney Durkin: Yes. It happened recently with Pat McMullen.

Mrs. Kennedy: He was not laid off. He was non-union, went to union and came back non-union.

Attorney Durkin: Right.

Mrs. Kennedy: So there was no period of unemployment or not working for the City. This, I think, is a little bit different and I don't have the pension rule with me but I don't think, I'm not sure, if this is allowed or not. I can look at the ruling but Pat McMullen is completely different.

Mr. Hazzouri: This is different.

Secretary: But I think Lisa Strelecki left after she had her third child and then she came back years later as an S.I.T. Clerk.

Mrs. Kennedy: But left, like resigned or was she...what was the...?

Secretary: Yes. She resigned. Sure.

Mr. Hazzouri: Yes. She did.

Mrs. Kennedy: She resigned and then was rehired?

Mr. Hazzouri: Rehired.

Secretary: And repaid.

Mr. Hazzouri: She paid the money back that she had to for those years of service.

Attorney Durkin: Kathy, I know you brought this up before. Do you want me to take a closer look at it? At a minimum we would have to get a calculation on the interest from whatever the time frame is.

Mrs. Reed: So they are being credited for years of service...?

Attorney Durkin: For a gap. Right? Is that basically it? They were here for a while. They left and they are coming back.

Mrs. Reed: They were laid off.

Mr. Hazzouri: They were laid off.

Attorney Durkin: Right.

Secretary: They want to pay back the money they were refunded with interest.

Attorney Durkin: Right.

Mrs. Kennedy: I just think we need to look in to this further.

Mrs. Reed: And then rehired. They were laid off and then rehired. Is that proper? You are laid off and then you are re-hired? Is that word proper?

Mrs. Kennedy: They are in the union, right? If you are laid off and then a position becomes available, you are essentially called back.

Mrs. Reed: Right.

Attorney Durkin: So, they are all members of the union?

Mrs. Reed: They are all members of the union?

Attorney Durkin: Of the clerical union?

Mrs. Kennedy: They have their own contract separately.

Attorney Durkin: They are the tax office.

Mrs. Kennedy: Yes.

President Reich: Should we table this until further research is conducted?

Mrs. Kennedy: Yes, there should be more discussion. So she just said the way this is worded "to repay pension contributions refunded to them when they were laid off." So does that mean in 2012, when they were laid off, they got their pension contributions back?

Attorney Durkin: Yes. They would have.

Mrs. Kennedy: So, they are looking to take that lump sum of money, pay it back and then also pay back whatever those three years are.

Attorney Durkin: The only money that went out would have been their contributions.

Mrs. Reed: Right.

Attorney Durkin: Whatever they had put in and that's pretty standard, I believe.

Mr. Hazzouri: What they put in and 15% interest.

Attorney Durkin: They don't get anything more than that. We've gotten all of our funding over the years. While they were here, we got funding through the Act 205 process. We didn't get funding for them, obviously, during the gap and we are getting funding for them now.

Mrs. Kennedy: So, are they looking for that gap as well?

Attorney Durkin: No, they can't get anything for the gap because they were not employed. It is the period they were here originally. Right? But they can't get the gap.

Mrs. Kennedy: But you are saying that Lisa Strelecki....

Secretary: I can pull her file for you.

Mr. Hazzouri: She most definitely did.

President Reich: So we will just table it until next meeting. Larry can do the research.

Mrs. Reed: Do we need a motion to table it?

Attorney Durkin: No. It was never acted on.

Mr. Hazzouri: Kathy could look at Lisa's file.

Attorney Durkin requested Lisa's file from the secretary, which she presented to him.

Mrs. Reed: So they were laid off.

Mr. Hazzouri: So they were laid off and called back a couple years later.

Mrs. Kennedy: When they were laid off they were refunded any contributions from their date of hire. I would imagine they weren't here long enough to be vested.

Attorney Durkin: That part makes sense to me. In fact, I was probably here for it if it was in 2012.

Mr. Hazzouri: 2012

Attorney Durkin: We would have definitely paid them their money when they left.

Mrs. Reed: So, somebody who is laid off is entitled to have their pension contributions refunded to them?

Attorney Durkin: I think so, yes.

Mrs. Reed: I could see upon termination of employment but I didn't know if you were laid off.

Attorney Durkin: I'm not sure. I would have to see what the difference would be to us. I know there is a distinction between if they are no longer working here.

Mrs. Reed: So, they are currently employees.

Secretary: She (Lisa) left in 2003 and came back in 2007. It says she bought back all her time that she was refunded in September 2003 when she left City employment and paid back interest. It said she was rehired in 2007.

Mrs. Kennedy: But for that period from 2003 to 2007?

Secretary: No, because she quit. She left.

Attorney Durkin: You certainly can't get credit for time that you're not here.

Mrs. Kennedy: There's got to be some type of language somewhere that would say if you leave employment, whether you are laid off, terminated or however you want to phrase it, and then come back within X amount of years. X has to be defined. I can't

imagine that if I leave today and then come back in ten years that I would want credit for every year I have been here. It seems too open.

Attorney Durkin: You accrue the time while you are here. I will look at it. I don't want to do it off the cuff.

Mr. Hazzouri: But this is past practice.

Attorney Durkin: Let's not drag those words in to it either. I'll take a look at it.

President Reich: Any other business?

Attorney Durkin: I have a couple of updates. We have not yet gotten the brief on the appeal from the Board's vote. I think that might be late at this point. If it's not late, it's due right around now. So, that's one set. The second set is the Sulla litigation. That's the one where they're saying that claims should be made against an insurance policy. I spoke to Ernie in between meetings because there was a, because, frankly, I saw an article that there was going to be a hearing before Judge Nealon on a basically identical type litigation. Paul Catalano sued the Scranton School District on the same theory with the same lawyer. I suggested to Ernie that it would be worth going to see. It was in front of Judge Nealon, you know, who is pretty well regarded on the bench. So I did go to that. I think that the arguments that they were making are pretty comparable to the ones we are making in that litigation. They actually suspended the argument because the Judge asked them if they had exchanged all the possible insurance policies to see if this was even a viable plan. They hadn't done that. We have done that already. We coordinated with the City and got the insurance policies so, we are ahead of that. I still don't see how that claim works but, in the meantime, we also got their most recent complaint, their second amended complaint. I don't think it's really that much different than the first one. So, we filed objections to that complaint on the same basis. I don't think they have standing to do it but, I am also not really seeing what insurance policy could possibly cover this. So, I am going to talk to Jessica about that today. That litigation is a little bit confusing. So that is where the two open sets of litigation are.

Also, I did have another topic that came up yesterday. There's a current retiree who is receiving a benefit from the fund – Paul Kelly. I expect that he is going to join the Law Department and become an employee of the City and the question was, what would happen with his pension. He is looking for some level of assurance, like if he comes back, what will happen and also, if something were to happen to him while he is still employed, what about the spousal benefit. We've had this situation a couple of times. I think, Mrs. Novembrino, your secretary came back, was it Dolores Curmaci, and her pension was suspended. We had it with Chief Davis. We had it with Councilman Jack Loscombe. In my view, what happens is it gets suspended. You can't work for the City and collect a pension at the same time. If he were to die while he is here, he, obviously, at that point, would no longer work for the City. His wife, in my opinion, would then get the spousal benefit that was already provided. What they are asking for is basically an e-mail from me indicating that I would recommend sending it. I think that is the correct procedure.

Mr. Hazzouri: To freeze his pension?

Attorney Durkin: Yes, it definitely would get frozen. I think there is some level of concern that he would not want to jeopardize his wife's benefits.

Mrs. Reed: She would be eligible under the current policy he would be getting.

Attorney Durkin: She would. He elected a survivor's benefit. I think his concern was he knows it was going to be suspended, but what happens in that unfortunate event, that he is no longer working then it just gets reinstated to her instead of him. Could we make a motion authorizing me to let him (Paul Kelly) know that is how it would work.

Mrs. Kennedy: I will make a motion authorizing Attorney Durkin to write the letter to Paul Kelly.

Mr. Hazzouri: Second.

President Reich: On the question? All in favor? (All were in favor). Motion carried.

Mrs. Reed: I have a question on Agenda Item No. 3 just as a follow up. Regardless of how many years of service, let's just say, they had three years of service or whatever, and they were laid off and now they were picked back up, on the Human Resources side are they credited....like, what is their date of employment? Does it go back to their initial date? Or does it start current? How does credited for years of service come in to play?

Attorney Durkin: I think that is the underlying issue. Say they worked for three years; twelve years from now, the question will be, do they have fifteen years of service? That's ultimately what they are going to be looking for.

Mrs. Reed: I think that is the bigger question.

Attorney Durkin: I think If we accept the money, then they do have the years of service. I think Danielle's question is, can you have a gap (in service). That's what it becomes.

Mrs. Reed: Like you work for three years, then you are out for two years and then you work for twelve, does that add up to fifteen years (of service)? Or is it just twelve?

Mrs. Kennedy: I would probably go on the side of saying that it is fifteen years of service with the City.

Attorney Durkin: It would make it for certainly a category of non-uniform people, particularly in administration. It is no unusual for four or eight years to come in and out. The problem you would have is that you could never get it (pension) if you have to start over every time. That's the dilemma. You could work forever and not get a pension.

Mrs. Reed: Because they should go hand in hand. If that's the case, if they are accruing time back from their initial date of employment, then I am more inclined to think that the pension should be allowed...the repayment.

Attorney Durkin: My inclination is that it would be allowed unless there is something that explicitly says no. You have been here and you've factored in to the funding

during that amount of time. You are part of the Act 205 process while you are here. You are counted as a unit of employment for State aid. You are part of the payroll that factors in to how the MMO is paid. All those things happen while you are here. They obviously don't while you are gone.

Mrs. Kennedy: So in other words because all that happened they should count toward years of service.

Attorney Durkin: Those are all pretty good arguments for it, I think. I can give you an opinion on it.

President Reich: Any other business? Do I have a motion to adjourn?

Mr. Hazzouri made a motion to adjourn the meeting.

Mrs. Novembrino seconded it.

President Reich: All in favor? (All were in favor).

Meeting adjourned at 9:48 A.M.

Minutes approved by: _____ Date: _____
Ernie Reich, President

Respectfully submitted: _____ Date: _____
Kathy Carrera, Recording Secretary

**SCRANTON POLICE PENSION
COMMISSION MEETING**

SCRANTON CITY COUNCIL CHAMBERS
MARCH 21, 2018

BOARD MEMBERS

1. THOMAS TOLAN- PRESENT
2. JUSTIN BUTLER- PRESENT
3. NANCY KRAKE- PRESENT
4. ROSEANNE NOVEMBRINO-PRESENT
5. PAUL HELRING- PRESENT
6. MICHAEL CAMMEROTA- PRESENT

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ALSO IN ATTENDANCE ATTORNEY LARRY DURKIN.

MINUTES FROM WEDNESDAY FEBRUARY 21, 2018 MEETING OF THE SCRANTON POLICE PENSION COMMISSION MEETING, WERE REVIEWED. MOTION MADE BY BUTLER TO ACCEPT THE MINUTES AND SECONDED BY KRAKE. THE MOTION PASSED.

BILLS:

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. FEBRUARY 20, 2018 THRU MARCH 19, 2018 TO THE AMOUNT OF \$594.50

A MOTION MADE BY HELRING TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 594.50 FROM FEBRUARY 20, 2018 THRU MARCH 19, 2018. SECONDED BY NOVEMBRINO, ALL IN FAVOR MOTION PASSED.

COMMUNICATION:

NONE

A MOTION TO ADJOURN WAS MADE BY KRAKE AND SECONDED BY NOVEMBRINO.
MEETING ADJOURNED AT 1003HRS.

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COMPOSITE PENSION BOARD MINUTES

March 21, 2018

The regular meeting of the Composite Pension Board was held on Wednesday, March 21st at 11:00AM in City Council Chambers.

The following were in attendance:

DAVID MITCHELL – Pres. – Police Employee Representative
JOHN HAZZOURI – VP – Municipal Employee Representative
ROBERT SENCHAK – Fire Employee Representative
PAUL HELRING – Police Board Representative
ERNIE REICH – Municipal Board Representative
JOHN JUDGE – Fire Board Representative
DANIELLE KENNEDY – (Proxy) Mayor
LORI REED – (Proxy) City Council
ROSEANN NOVEMBRINO – City Controller
LARRY DURKIN – Durkin MacDonald (Legal Counsel) 4/13/2020

David Mitchell... Opened the meeting. He entertained a Motion to accept the Minutes of the previous meeting. **Paul Helring made a Motion to accept the Minutes, seconded by John Hazzouri, all were in favor.**

Bills:

PFM ... in the amount of \$11,677.54 for the period 1/1 – 1/31/17 Motion to pay made by Roseann Novembrino, seconded by Paul Helring, all were in favor.

Thomas Anderson & Assoc... in the amount of \$19,500.00 for consulting services Motion made by Lori Reed, seconded by John Hazzouri, all were in favor

Kathleen McGinn... in the amount of \$60.00 to cover the cost of postage Motion made by Lori Reed, seconded by Roseann Novembrino, all were in favor

Durkin & MacDonald... for \$623.50 Motion to pay made by John Hazzouri, seconded by Ernie Reich, all were in favor

Correspondence:

A report from PFM, they are not going to be able to make it today. He will forward everyone a copy of what he got this morning from them which gives the normal presentation that he hands out, it's a summary of it.

Due to the weather Jim Kennedy and Mark from PFM made communication saying that they would not be attending the meeting.

Dave asked if anybody had anything for the Board. He has a few things. The first was he had a meeting about a week ago, the unions had a meeting, he was there with our attorney. They are moving forward rapidly with getting the panel, he believes that it is the last requirement that needs to be fulfilled in order to have the sewer proceeds released to the three individual pension funds. He is hoping that it gets approved within the next week or so. He hoping that by next month that they are going to be able to fulfill that requirement and get that money released as the Trust Agreement indicates.

We also received a report that he forwarded to everybody but our secretary which he will forward after the meeting. Randee said that if we'd like he would get a conference call, he'd put him on speaker phone and he'd go over the report with everyone. Dave said he doesn't know what the Board wants to do if they have questions, concerns. He talked with Danielle previously and she's got a lot of questions for Randee and she asked that we either have a special meeting or have him come to next month's meeting to go over the report. Danielle said something about a conference call not being good in council chambers because of the acoustics.

Dave said as part of that meeting they did have preliminary discussions, himself, the fire president, the fire vice president and Paul Helring, the police union president about the City. About make a decision about the concurring or not concurring with us about the lowering of the assumption rate. It appears to them that they need a little more time to go over these numbers. We only got the report the day before that meeting. So they didn't have time to full go over those numbers.

Would the Board like to see Randee come to a special meeting? Bob said he is in favor of having a special meeting because he thinks we need to have everything in line towards this doctors board is set so that we can go forward at the next meeting and decide how we are going to have that money disbursed if in fact everything is settled and the money gets moved.

Dave said he'd entertain a Motion, he'll reach out to Randee after the meeting and set something up maybe in the next week or so and then we can get it publicized and potentially have a special meeting prior to the next Board meeting to go over this report. John Judge said at that meeting he thinks we should decide on the 45, 45, 10. Dave said we already made a partial decision, we're willing to negotiate if the City wants to go lower, at the last meeting we made a

Motion to go 7%, to be agreeable if the City is to go to 7%. We had preliminary discussions on how to allocate the money. The city is also looking into that as well and if we have a special meeting, he would like that decision to be made prior to the panel of doctors. So once that is the money could be put in without the assumption rate decision being decided upon. Because that would be more reflective of when they do the calculations for the future MMO's but the distribution percentage should be figured out prior to the money being deposited into the pension fund.

Danielle Kennedy made a Motion that we have a Special Meeting, specifically to talk about the allocation percentages, seconded by John Judge, on the question, no response, all were in favor. Dave will call Randee right after the meeting to advise him. He will try to get it for Wednesday, April 4th at 1:00PM so that it's before the next meeting. He will check to see if Jim Kennedy is available also. They will work around Randee's schedule.

John Hazzouri... said the fund was at the end of February it was \$70 million, Larry said as of March 16th it was \$72,379 and change.

Audience Participation:

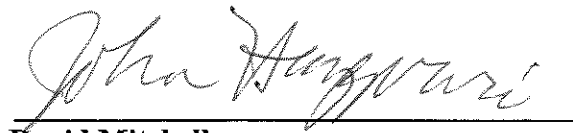
Terri Morgan... Had a few questions which the Board answered. She asked for a copy of the report. Larry said it's public record, she could have a copy.

Motion to adjourn made by Roseann Novembrino, seconded by Lori Reed, all were in favor.

April 4th is our Special Meeting.

April 18th is our next meeting.

Minutes approved April 18, 2018:

A handwritten signature in cursive script, appearing to read "John Haggard", written over a horizontal line.

David Mitchell
President

A handwritten signature in cursive script, appearing to read "Kathleen R. McGinn", written over a horizontal line.

Kathleen McGinn
Recording Secretary

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OFFICE OF CITY
COUNCIL/CITY CLERK**COMPOSITE PENSION BOARD MINUTES
SPECIAL MEETING**

April 4, 2018

The special meeting of the Composite Pension Board was held on Wednesday, April 4th at 1:00PM in City Council Chambers.

The following were in attendance:

DAVID MITCHELL – Pres. – Police Employee Representative
JOHN HAZZOURI – VP – Municipal Employee Representative
ROBERT SENCHAK – Fire Employee Representative
PAUL HELRING – Police Board Representative
JOHN JUDGE – Fire Board Representative
DANIELLE KENNEDY – (Proxy) Mayor
LORI REED – (Proxy) City Council
ROSEANN NOVEMBRINO – City Controller
LARRY DURKIN – Durkin MacDonald (Legal Counsel) 4/13/2020
JAMES KENNEDY – Thomas Anderson & Assoc. (Administrator)
RANDEE SEKOL – Beyer Barber (Actuarial)

David Mitchell... Opened the meeting, as we were all at the last meeting we postponed it for two weeks and set up a special meeting because some of the people who come as part of the meeting weren't able to make it due to a snow storm. Randee is here to give us a brief presentation on what he put together about the distribution of the sewer proceeds to be deposited into the pension funds.

Randee Sekol... He distributed copies of the information to the Board members. There was a white pack and a yellow pack. The white pack is what they were asked to do by the pension board which was to analyze what the impact would be if 45% of the sewer proceeds was each deposited into the fire and police and 10% into the non-uniform. Following that the City asked that we consider whether we would be able to provide information that would allow the City to analyze the impact of putting different amounts into different plans other than the 45 45 10 split.

The white pack is the 45 45 10 split. That's what was sent before the last meeting. That's what he would have reviewed with the Board at that meeting had he been able to get up here that day. He knows that some of you were confused by this, so let's just look at the first white sheet which is the police plan, he's only using the police plan because that's what he tried to explain in the e-mail he sent but we could look at any one of them.

At the very top of this worksheet you'll see there was a 45% allocation of money to the police plan which totaled \$10,305,000.00 but the top two sections, the Actuarial Valuation and the Minimum Municipal Obligation without the additional contribution, those two sections, are kind of the plan without the extra money in it.

The Actuarial Valuation part shows you funding percentages at 7.50 7.25 7.00 6.75 6.50 investment return assumptions. So remember when you lower the investment return assumption, liability goes up. So liability goes up your assets stay the same your funding percentage goes down. So the lower the interest rate the worst the funding percentage will be.

You can see there at 7.5% we're 48.6% at 7.25% we're 47.6%, 46.6%, 45.7% and 44.7%. Across the board for all plans at 7.50% and that would be the 4th sheet, the total pension, in total that funding percentage is 37.3% and that would drop down to 34.4% at the 6.50%, the same pattern.

The MMO is what the determination of what the City has to contribute. So if you drop to the last line of the MMO you'll see that the current MMO for the police plan is \$5.3 million. If you went to the 4th sheet for all plans it is \$13.5 million and that MMO is going to increase as we assume a lower discount rate. Why cause when you assume a lower discount rate, a lower interest rate, liabilities go up, you've got to fund them, so it's going to be a higher cost. So you'll see it goes from \$5.3 million all the way to \$5.9 million at the 6.5% interest rate. In total it goes from \$13.5 million up to \$14.6 million. So it will cost about \$1 million to lower that interest rate by 1%.

This 3rd Section and 4th Section are where we got into what would we have to do if we weren't necessarily depositing the sewer proceeds into the plan, this 3rd Section, Minimum Municipal Obligation, with enough contributions to maintain that same MMO level that we are at now, the \$5.3 million. Forget the sewer proceeds for a moment, if the City, or the Board or whoever makes that decision wanted to lower the interest rate from 7.5% down to 6.5% the last column how much money would we have to put into the plan to keep the funding level at that \$5.3 million. We would need \$6.6 million for the police plan. So if we didn't necessarily know that we had sewer proceeds but the City was just making a decision we want to go to 6.5%, how much money would we have to dump into the plan to preserve that same MMO level of \$5.3 million. You'd have to dump \$6.6 million in this plan and in total you'd have to dump \$12.9 million.

Well now we know in the back of our heads the sewer proceeds are \$22.9 million or there about. So we know that if we dump \$22.9 million and that's more than the \$12.9 million, so now the MMO's are going to go down. So that's where you get into that last section. What does the MMO look like for police if you put 45% in or \$10.3 million in, well it going to at the 7.5% interest rate it would drop from \$5.3 million to \$4.4 million and at 7.25% it would only be \$4.5

million, at 7% it would be \$4.7 million, even all the way down to 6.5% it would be an even \$5 million. Your MMO would drop from \$5.3 million to \$5 million in this police plan if you dump in \$10.3 million sewer proceeds and lower the interest rate to 6.5%. You'd still be better than you are today. That was the whole point of this illustration.

If you look back up on the top section of the Actuarial Valuation Section, remember those funded percentages ranging from 48.6% at 7.5% down to 44.7% at 6.5%. You'll see on the bottom now what those funded percentages will look like if the \$10.3 million is dumped in and we keep the 7.5%. We'd go from the 48.6% to 62.4% and at the 6.5% we'd go from 44.7% up to 57.4%.

So that was the whole point. You can look at this individually or you can look at this in total and then talk about the next sheet if there are any questions, confusion as to what we were trying to illustrate here.

If you look at the total plan, the 4th sheet, dump in the whole \$22.9 million in the fashion of 45% for police and fire and 10% for the non-uniform you'll see that the funding percentages goes from, for all three plans, goes from 37.3% up to 51.2% at the 7.5% interest rate and from 34.4% up to 47.2% at the 6.5% interest rate. So obviously things would look a lot better if you dump the \$23 million into the plan.

When he got the request from the City to pay, some of these plans are better funded than the other plans so they'd like to see the impact of putting different amounts of money in different plans. He sent us the spread sheet, he doesn't know if any of us used it, felt comfortable using it, trying it, you could change three numbers, one number on a sheet and then you could look it total. If your percentages didn't add up to 100 it would tell you so that you could go back and look and see what you could do.

But again if you go back to the yellow packet now, he just went to the extreme and said what if the City's ultimate objective was to get the funding percentages in all of the plans about the same level. What would that look like, what would that take in allocation of the sewer proceeds and he got down to the fact that they would have to give the police pension plan 8.5% which was about \$1,946 million to get them to about 51% at the 8.5% level. So the police would get the 1.9 million. On the fire plan they would get 85% of the sewer proceeds for \$19.5 million to get to that same level of 51% funding level. On the non-uniform plan they get 6.5% instead of the 10% in the white packet to get to that 51% funded level.

Again putting all of the plans together, your putting in the same \$22.9 million just in a different fashion and reaching that 51%. This is not a recommendation on his part. This is what it would take to get everyone the same. Maybe you want to look at something else. Maybe you want to improve one of the plans a little bit more but not quite to the same extent as everybody

else. So that's why the interactive work sheet gave you the flexibility to kind of do what you'd want to look at. He hopes that was helpful, informative.

Dave had a question.. looking at the white one, the overall, the aggregate fund, if he is reading this correctly, if we deposit the money in full \$22.9 million and we lowered it to 6.5% the assumption rate, without it it's a \$14.6 MMO overall, correct, Randee said yes. If they deposit the \$22.9 million and we take it to 6.5% is that right that it's lowering it \$2 million to \$12.6 million, Randee said yes. So it's about a \$2 million savings. Dave said to Bob that he was accurate as to what he had asked him, he just didn't want to give any bad advice.

Dave asked if anybody had any other questions for Randee while he is here. Bob said on the funded percentage why is it increasing over the rate reduction even though it's being made up by the MMO. At 7.5% we're going from 51.2% and as the interest rate of return reduces the percent funded is lowering but it is being made up by additional MMO. Why isn't that dropping? Randee said because the funding percentage is a snap shot today. It's not looking at what you're going to put into the future. Your MMO's will be higher in the future and they're going to be higher because you need more money to fund that short fall today. So the short fall goes up today. Bob said so this is a snap shot of today based on those individual rates of return. Randee said yes it is but the MMO is a snap shot of what you need to put in in 18 but at 7.5% you got to put in \$11.4 million at 6.5% you got to put in \$12.6 million because you've got to make up for the fact that the short fall is bigger at 6.5% than it is at 7.5% you don't make it up in one year. You don't make it up this year. Dave said our liability is going up, if our liability isn't going up then the amount of money we have isn't.

Randee said it's just like your house, you got a mortgage, you owe \$50,000 on your house, you want to put a back porch on that's going to increase it another \$50,000. You're going to make mortgage payments to pay that \$50,000 but today your house is worth less. Your mortgage is bigger, your unfunded is bigger, your debt is bigger and you're going to have to make mortgage payments to make up that, pay off that equity loan. It's the same idea. You've got to make it over 20 years. You've got to make the mortgage payments over a period of time that you're amortizing which the short fall would be paid off in 15 years. So 15 years from now you'd be at the same place.

So if you're at 7.5% and you put in the \$11.4 million for 15 years you'd be 100% funded. If you go to 6.5% and you put in the \$12.7 million for 15 years you'll be 100% funded. You'll be 100% funded 15 years from now not today. Remember that term is the Minimum Municipal Obligation.

John Judge said you don't have to tell us. John Judge said in a lot of the plans you do what do you find as the usual rate of return that is being used, the responsible rate of return. Randee said the right rate of return should be what your investment manager expects to earn

given the portfolio he has. So we have for example some plans that might have an old group annuity contract that guaranteeing 6%. We're using 6% for that plan. But here where you have a mix of equities and bonds, he doesn't remember what our asset makeup is right now, let's say you might have foreign equity which is a little riskier but you get more return from them. Maybe you have some real estate which is slower generating but a little more steady. What should be happening and what we try to make happen and he thinks that they've had this discussion with your investment guys. Investments guys what do you think of the long term rate of return. That's really what you should be thinking. If you want to get a little bit conservative that's okay but ideally you should pick what your investment manager expects to earn in the portfolio

John Judge said on a plan that is severely distressed you should be concerned, that would be the prudent factor. Randee said with putting money in, not with the interest rate. He wouldn't say with the interest rate. He would say you still should use what you think your investments are going to earn but should you put more money than the minimum in, yes. That's where you get concerned dump the money in. An actuarial is supposed to be selecting assumptions that reflect the best expectations of future experience that's what we're supposed to do. John Judge asked if they look at our historical when they are coming up with that. He knows that the City is the one that provides the assumptions but is there something that they look at and look at a previous 10 year rate of return to come up with that. Or is it just something that you're picking out of the sky. Randee said no it's not picked out of the sky. You certainly look at experience. For example you had Mellon now you're with PFM. Totally different strategy he's sure. Does it help to look at the Mellon probably not because you've got a new guy. You picked a new guy because you didn't like something Mellon was doing.

John Judge said but our funding, our allocation, where we're putting our money is basically staying the same. Randee said you should look at your past experience just to see how you're doing against what was expected but really you've got to look to the future. It's all about return in the future, it's not what happened yesterday, it's what happening in the future and that's where PFM comes in and says hey guys we honestly think we can earn 7 or 6.75%

Jim said on the sheets that PFM gives us it's right there it says since inception. Dave said but that's past experience. Jim said he thinks that Mark was talking about 6.5 or 7% at one of the meetings. It was in that range. John Hazzouri agreed it's about 6.5%. Dave said that's not a decision that needs to be made today, we're still waiting to hear back from the City if they want to go. Bob said but you probably know what your investment manager expects. Whatever the City does the City is going to do. Randee said we have clients that are at 8% and there is no chance that they're going to get it because they won't kick their MMO up. Is that responsible, not really and we have clients that have told us to actually use 4%, that's crazy. We're going but you have equity, you have investment and your manager it telling you to have 7 or 6.5 or whatever he's telling you. They go nope they want to use 4, so we use 4.

Randee said he hopes this was helpful. He doesn't know how many of you were able to play with it a little bit. Dave asked if anybody had any other questions.

Paul Helring made a Motion for the allocation of 45 for police, 45 for fire and 10 for clerical, seconded by John Hazzouri, on the question... Bob said there were possibly 4 or 5 other allocation references made 35 55 10. He knows this initial 45 45 10 was an example that was presented because that was the way the State Aid was disbursed if he remembers correctly. Dave said it wasn't because of the State Aid. Jim Kennedy said basically what they did they were trying to give a methodically so that the Board could start talking about it because we had no way to figure this out for the study and we needed something. Basically it was set with non-uniform on the side because it's a different set of pension benefits and police and fire are very similar benefits. It was just an even split across the two at that point in time to get a discussion going. It wasn't that we were trying to propose something. Bob said if you all remember it was just for discussion purposes to start a dialog between the Board and also the City on how to do this because there was no direction from anybody.

Dave wanted to add, after talking to them, he talked to a couple of the members of the Board and everything else historically between the police and the fire has always been say like a 50 50 split. We pay the same pension contributions. We give the same amount up of our interest for the arbitration award. Historically everything that the police have done the fire has done in the same towards the pension. When it comes to pension our pensions almost mirror each other. Our benefits almost mirror each other. When changes were made in 87 they mirrored each other. It was hard to find anything to say if the police did it the fire didn't do it and if the fire did it the police didn't do it when it came to pension.

Danielle Kennedy said something but I could not make out what she said.

Bob said isn't it the responsibility of the Board to invest the money in a way that will insure the health of the fund and individual funds and to invest in a way that one of the funds lagers behind the other two. In his opinion it is kind of irresponsible approach onthe Board's part.

John Judge said to get us even close to where the other two funds are we've got to put in 85% of the proceeds. We're not asking for something like that but he thinks that the 45 45 10 split, he thinks we should also look at, he knows that we voted for the 7 but there were numbers done down to 6.5. The City is looking to do maybe a different allocation, they asked for this. They are worried to about the fund and most of us sitting and our pension fund manager is telling us that we should probably be around 6.5%. Should we send it back to them now that they have the numbers because I just did the number and if they stay at 7.5 there will be \$2 million savings, if they go to 7% it's \$4.4 if they go to 6% it's \$900,000 but it's putting more money into the fund. They have never historically and never will the MMO. We're been talking to the actuarial

he's telling us they can always put more in they never will. They will only put the MMO in and our fund will never get close to 37%. He doesn't understand why we need to rush the decision to do the 45 45 10.

Are we any closer, does anybody have any idea on the police and fire unions coming to an agreement on the doctors. Dave said he could only speak for the police but he knows on the police side we're very close to meeting the last requirement. John Judge said at their meeting they are not even close. Dave said that we also set forth about a month and a half ago that we wanted to have these decisions made so that when the fire does agree the money could be transferred and it could be transferred quickly and that we're not lagging making these decision later down the road.

John Judge said we have a meeting two weeks from today, the money is not going to be getting transferred by then. So the City has this information, ask them if they're willing to go to the 6.5%, let them take back this information. That's eventually going to put more money back into the fund. Dave said the assumption rate won't fall back when the money is deposited. That can be decided after the money is deposited in the pension fund. The decision that has to be made prior to the money being deposited it would be the allocation. The assumption can always be changed, the allocation cannot. John Judge said but if they want this allocation money differently like 55 or 52 45 52 48 we'll tell them to go to 6.5 and we'll allocate that way. Eventually all of the funds are going to end up with more money because we're going to be assuming the lower interest rate. You're going to have a higher MMO as a result of it and the funds will over time get more money.

He doesn't necessarily agree rushing to a decision not rushing but making a decision now. Dave doesn't think they are rushing it they've been mulling it over for at least a year. John Judge thinks that there are avenues maybe we could ask the City to go back to see if they're will to go to 6. If they're saying they'd go to 6.5 only if you're going to change these allocation rates from this to that. Dave said he knows they spoke and it doesn't seem that they are going to go lower than 7%. Paul said, not to interrupt, you want the City to extort us again. Why should we deal with the other, he's sick of the extortion. There's a Motion on the table and he thinks it should be voted on. He's sick of being extorted by the City, we should vote on it. You're giving them the opportunity to extort us again which is aggravating. There's a Motion on the floor we should vote on it. They haven't provided the money yet, it's been two years, maybe three years they've had the sewer proceeds, he's done. We had this meeting to vote, let's vote.

Bob said we have new information today that the City is willing to lower the obligation, we have 7.0%. We have other information that's been placed in front of us today and explained to us today that if we go to a more responsible 6.5%. Paul said they're not going to do it, I can guarantee it. He talked to the Mayor yesterday 7% was stretching it. Danielle responded about

the 7% that was discussed and different allocation, Paul said the Mayor said we were lucky to get 7%. Bob said we're going to a more responsible rate of return at 6.5 and we're showing that with this sewer proceeds going into the fund that it's still going to save them the same or more on their MMO why wouldn't we open that dialog and why again would we not make all of the three plans healthier across the board instead of having one at 7% with the 45 45 10. One goes to also 60%, one stays at 38% and the third is at 56%. Those are the three funds. Isn't it our responsibility to make all three plans healthy? Dave said that how it been historically.

Bob said we have \$23 million to fix it. Dave said we were promised a lot more and then again we were extorted and brought down to \$23 million. The numbers were a lot higher than \$23 million. If the City was that concerned about making the pension as a whole all of the funds they should have given us the money that was originally spoken of and not the \$23 million. He's happy to get the \$23 million that we're getting but it keeps changing and changing and changing.

Bob said why are we not disbursing that to make all three funds more viable. Dave said because it's disproportionally not fair to the other unions that sit on this Board. Bob said I'm glad you brought up disproportionally not fair because there are members of the fire union that believe that the negotiations of their last contract with the police and the fire was a major impact in getting what was to be told a share of the pension proceeds given to the pension from the sewer proceeds. The members of the fire union feel that they have given up through concessions and negotiations more than the other unions and they want an answer as to why the third union is included in something that was negotiated under police and fire to get that money.

Paul said they think the non-uniform shouldn't get the money. Bob said they are asking for an answer. A deal that was brokered through. John Hazzouri said you guys are just not being fair at all. Bob said he is just bringing up an issue from his union. Dave said the problem is if the City wanted to do it disproportionately they should have made it part of the Trust Agreement before they transferred it over to the pension fund. Now they transferred it over to the pension fund from the trust it's our decision.

Paul said out of Jim Kennedy's mouth two months ago he said the best way to do it is the 45 45 10 because we don't want to put the police and fire against each other and the City succeeded and that's why Jim came up with the formula. Now we're going to bark about nonsense now when the city's leveraging us again.

John Judge said Paul you're saying extortion, he gets Paul's frustration, he understands what he's dealing with on the union side of it but on the pension fund perspective if there's an opportunity to get them to at least discuss and maybe look at the numbers in taking the 6.5% assumption rate by just doing the 52 48 split the funds are gonna get more money because at the lower interest rate because it's going to raise their MMO. So over time if you look at the

historical data so you're gonna get any of that money if you took 45 down to 40% you're gonna get that money. Paul said in his heart they're not going to go down to 6.5%.

Danielle said something about that Motion but she spoke low and I could not make out what she said. Paul said if the allocation doesn't affect anything, we're talking about two separate things, the allocation and the assumption, he's getting confused. (People started to talk at the same time and I could not follow the conversation).

John Judge said the City didn't have these number. Paul said they had them for the last seven days. John Judge asked if they had a meeting to go over it. Paul said yeah they did. They had a big meeting yesterday he didn't get a phone call. Bob's opinion is that is this Board leveraging their position to get a better rate of return with potentially tweaking by a couple of percent's what the allocation would be. He may be wrong but if the money, if the City says tomorrow we're gonna move money we can move it to PFM and they could put it into a fund and it would be held. We don't have to have an allocation rate for that money to move, it's just how the paperwork has to show it. They can start investing it once that money goes there. We need a breakdown as to what the balance sheets are gonna show each allocation in gonna hold. He doesn't believe that the allocation is going to hold up the investment.

Dave said Mark said it would be a lot easier if this was resolved prior to the money being transferred. (John Judge said something I couldn't make it out) Dave said if everybody agrees it could be transferred. John Judge said with pretty much certainty it's not getting transferred in the next few weeks. Dave said he doesn't think it's getting transferred in the next couple of months but he wants to be prepared. John Judge said so if we wait until the next meeting which is in two week. Dave said we're having a special meeting today to resolve this issue. John Judge said so if you're gonna vote then vote but he thinks it's not prudent for them. He said if she's saying that she (Danielle) can take it back and possibly get them to 6.5% he doesn't think that the Board is being prudent in their decision to at least let that be investigated.

Bob said when would be the next time that you would have an option to lower the rate of return if ever. Dave said it's not our option it's the City's option. Jack Judge said but we have leverage to do so. Bob said but they are communicating with us. Dave said they haven't communicated with us. They might be communicating with the fire but they're not communicating with the police. Bob said she's communicating with us (Danielle). Dave said just right now. Jack Judge said he spoke with the Mayor directly. Paul said he had to call him no one called him. The lack of communication is unbelievable.

Dave asked if there was anything else on the discussion. **If not there is a Motion on the floor 45 45 10 split we'll take a roll call: Paul Helring-yes John Hazzouri-yes Roseann Novembrino-yes Lori Reed-Councilman Rogan votes yes John Judge-no Robert**

Senchak-no Danielle Kennedy-abstain David Mitchell-yes There's 5 yes 2 no 1 abstain.

Is there anything else in regards to this.

Jim... Wanted to make a very clear point, Larry can speak for himself, but he wants to make sure that the Board and their decision all understand we are not in a position about how this thing should be done or what interest rate should be done, that's not his decision. The only thing that they brought up was a model and he did say that multiple times if you look at the meeting minutes. This is a temp plate to begin looking at this process because nobody had anything to start talks about the allocation. He wants to be very specific with everybody we aren't proposing that, he's not advocating a position on that, it was just to start a discussion at the Board and City level because everyone has been asking about this to figure out how the funds are going to go in.

Larry... We looked at it in a number of ways. You can come to different answers based on what numbers you look at. There are a lot of different numbers you can look at. You can look at MMO numbers, you can look at State Aid, you can come up with a variety of different numbers, which we did.

Jim... As a follow up we provided the Board a series of ratios based on assets, MMO's, unfunded analysis, etc. to give you all data and the City data to also look at this issue. So again he just wants to be crystal clean that was the start of the discussion and a model it wasn't a proposal.

Dave... He has one other issue regarding this. John you've mentioned this several times at the last couple of meetings about you don't believe that the money is going to be, that the agreement is going to be solidified in a timely fashion that maybe we should have our solicitor, he doesn't know if it should be in the form of a Motion, our solicitor to send the City a letter requesting that the Trust Fund be put in a separate fund controlled by us. John Judge asked wasn't this meeting for the specific purpose of this vote. Dave answered no. Larry said it was for the sewer trust fund proceeds. If you don't want to discuss it now we can wait two weeks until the next meeting. John Judge said no he thinks we should send the letter and get this money in the Trust Fund. **Dave would like to make a Motion at this time that we have our solicitor as soon as possible send out a letter to the City asking that sewer proceeds be transferred into a Trust Controlled Account rather than a City controlled account as per the Trust Agreement, seconded by John Judge, anybody on the question, all were in favor, none opposed.** Larry will send out the letter.


Dave asked Terri if she had any questions, she asked what the vote count was... it passed 5 2 1, one abstained.

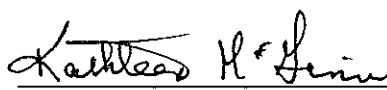
Bob asked if we can we still ask Danielle take it back in case they want to reconsider going to the 6.5% with the numbers and the additional savings. Dave said if the City wants to approach us with some type of alternative proposal he's sure the unions would, we already voted on 7, if it was to go lower we would have to take another vote to go lower than 7 but he thinks the Board would agree to go as low as the City is willing to go. Not to speak for the Board. Bob said she can take it back to the City and let them look at the numbers and if there's a savings cost for them then they can go to a more realistic and more responsible rate of 6.5. Dave said he would entertain from the City any proposal to lower the assumption rate but he's just going off what has been communicated to him by the Mayor, Paul and the solicitors. That's all he can go on. We voted on the assumption a while ago, you might have missing that meeting. Judge made a Motion to 7 but with an option that we'll entertain anything lower but the Motion was for 7.

Motion to adjourn made by Roseann Novembrino, seconded by John Hazzouri, all were in favor.

April 18th is our next meeting.

Minutes approved April 18, 2018:


David Mitchell
President


Kathleen McGinn
Recording Secretary

City of Scranton
Pennsylvania

RECEIVED

APR 18 2018 31

OFFICE OF CITY
COUNCIL/CITY CLERK



Non-Uniform Municipal Pension Fund

NON-UNIFORM MUNICIPAL PENSION

AGENDA

APRIL 18, 2018

1. RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$4,118.00 WHICH REPRESENTS SERVICES RENDERED FROM MARCH 20, 2018 THROUGH APRIL 16, 2018.
2. RECEIVED A REQUEST FOR A REFUND OF PENSION CONTRIBUTIONS FROM SHELDON ROBERTS WHO HAD BEEN EMPLOYED AS THE CITY'S MECHANICAL INSPECTOR FROM SEPTEMBER 28, 2009 THROUGH APRIL 6, 2018. MR. ROBERTS HAS CONTRIBUTED A TOTAL OF 103-1/2 MONTHS AT \$22.00 PER MONTH AND IS DUE A REFUND OF \$2,277.00.



CITY PLANNING COMMISSION

CITY HALL : 340 NORTH WASHINGTON AVENUE : SCRANTON, PENNSYLVANIA 18503 : PHONE 570-348-4280 : FAX 570-348-4171

CITY PLANNING COMMISSION

April 25, 2018

6:00 PM

RECEIVED
APR 18 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Meeting Location
City Council Chambers 2nd Floor
City Hall
340 N. Washington Ave.
Scranton, PA

OLD BUSINESS:

1. Review of Final Land Development plan by Scranton Retail Plaza, LLC to convert a medical office building into 8500 SF into a Market/Grocery at 940 Jefferson Ave. (R-2O zone)

NEW BUSINESS:

1. Review of Final Land Development for proposed 4893 SF Sheetz Convenience/Gasoline Sales store by Randmar Development Co. Inc. at corner of 7th Ave. and Linden St. (C-G zone).

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LEASE AGREEMENT WITH WEST SCRANTON LITTLE LEAGUE, INC. FOR USE OF CITY OWNED PROPERTY FOR A THREE (3) YEAR PERIOD COMMENCING APRIL 15, 2018 AND ENDING APRIL 14, 2021.

WHEREAS, THE CITY OF SCRANTON, as the owner of certain lands, would like to make them available on a lease rental basis to West Scranton Little League, Inc. for a Three (3) year period commencing April 15, 2018, and ending April 14, 2021; and

WHEREAS, the CITY OF SCRANTON is desirous of executing and entering into a Lease Agreement with West Scranton Little League, Inc. according to certain terms and conditions set forth in the Lease Agreement attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON AS FOLLOWS:

SECTION 1. The Mayor and other appropriate officials of the City of Scranton are hereby authorized to execute and enter into a Lease Agreement with West Scranton Little League, Inc. for a Three (3) year period commencing April 15, 2018, and ending April 14, 2021, substantially in the form attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

SECTION 3. This Ordinance shall become effective immediately upon its being approved.

SECTION 4. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not effect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

LEASE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2018, by and between the CITY OF SCRANTON, a Municipal Corporation of the Commonwealth of Pennsylvania located at 340 North Washington Avenue, City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania (hereinafter referred to as the "CITY") and the WEST SCRANTON LITTLE LEAGUE, INC., with its principal registered located at _____, City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania.

WITNESSETH:

SECTION 1. CONSIDERATION.

In consideration of the mutual promises contained herein the parties intending to be legally bound, the CITY leases to WEST SCRANTON LITTLE LEAGUE, INC. the premises for a three (3) year term. The various commitments and agreements of the TENANT regarding insurance of the premises, maintenance of the premises, usage of the premises comprise part of the consideration for this lease transaction.

SECTION 2. DESCRIPTION OF THE PREMISES.

The CITY leases to WEST SCRANTON LITTLE LEAGUE, INC., all those certain pieces or parcels of land situate in the City of Scranton more particularly referred to and described as BATTAGLIA FIELD, SLOAN TEENER FIELD, and SLOAN SOFTBALL FIELD.

It is further agreed that this Lease is intended to include that area used by the WEST SCRANTON LITTLE LEAGUE, INC. and SCRANTON SCHOOL DISTRICT, for use as a baseball fields, and its facilities, such as bleachers, parking and buildings.

SECTION 2 A. TERM.

SECTION 2 A. TERM.

The initial term for this Lease Agreement shall be for a three (3) year period commencing **April 15, 2018 and ending April 14, 2021.**

SECTION 3. USE OF THE PREMISES.

a) WEST SCRANTON LITTLE LEAGUE, INC. shall use the leased premises for facilities for Little League, T-Ball, Farm League, Teener League, Miss-E-League Baseball for no other purposes. WEST SCRANTON LITTLE LEAGUE, INC. shall keep the premises open to all members of the public subject to the reasonable schedule for use by WEST SCRANTON LITTLE LEAGUE, INC., for practices and baseball games. WEST SCRANTON LITTLE LEAGUE, INC. shall make no alterations or improvements to the leased premises inconsistent with such use.

b) During the pendency of this Lease, WEST SCRANTON LITTLE LEAGUE, INC. will serve periodically as PRIMARY and SECONDARY TENANTS pursuant to the following schedule: From April 15th, 2018, until the conclusion of the SCRANTON SCHOOL DISTRICT'S BASEBALL season, and continuing each year thereafter through 2020, SCRANTON SCHOOL DISTRICT shall serve as the PRIMARY TENANT and WEST SCRANTON LITTLE LEAGUE shall serve as the SECONDARY TENANT. From the conclusion of the SCRANTON SCHOOL DISTRICT'S BASEBALL 2018 season until the conclusion of WEST SCRANTON LITTLE LEAGUE'S season, and continuing each year thereafter through 2020, WEST SCRANTON LITTLE LEAGUE shall serve as the PRIMARY TENANT and SCRANTON SCHOOL DISTRICT shall serve as the SECONDARY TENANT. During periods of PRIMARY TENANCY, the PRIMARY TENANT shall use the premises at its election. During periods of SECONDARY TENANCY, the SECONDARY TENANT shall be permitted to use the premises when not in use by the PRIMARY TENANT and upon mutual agreement between the

TENANTS. Mutual agreement shall not reasonably be withheld. If use of the premises for a specific date is unreasonably withheld by the TENANTS, then no TENANT shall be permitted to use the premises for the period of time contested.

b) TENANTS shall not permit any unlawful or immoral use of the premises and shall at its own expense properly comply with all present and future laws, notices, ordinances, orders, regulations and recommendations of the Federal, State and Local Authorities pertaining to use of occupancy, maintenance and improvement of the premises.

c) TENANTS further will not permit the sale, use or distribution of alcohol, alcoholic beverages, intoxicating liquors or drugs at any time on the premises.

SECTION 4. NON-EXCLUSIVE USE OF THE PREMISES.

While the premises may be utilized for official practices and scheduled games, the TENANTS agree to provide the Director of Parks and Recreation with a schedule detailing the monthly usage of the premises for scheduled practices and games. The field is to be available for use by the public at all other times and the Director of Parks and Recreation is the final arbitrator with respect to the actual usage of the premises. The word "public" shall mean the general public and shall not include any other organized activity.

SECTION 5. UTILITY CHARGES.

During the period of PRIMARY TENANCY, the PRIMARY TENANT shall pay all rents and charges for any utility services furnished for use upon or in connection with the premises as the same shall be due during the continuance of this lease and shall not be authorized to obligate the CITY for any charges for utility service or costs or expenses related to the utilities.

SECTION 6. TRASH REMOVAL.

All garbage, rubbish, refuse matter now or hereinafter on said premises shall be removed at the cost of the PRIMARY TENANT during the period of PRIMARY TENANCY at least once a week.

SECTION 7. PREMISES ACCEPTED AS IS.

TENANTS accept the entire premises as they are after full examination of their present condition without any representation having been made by any agent of the CITY. TENANTS can take the necessary steps to make and maintain the entire premises safe in all respects at its' own expense. TENANTS further agree to keep the entire premises in good order and repair at all times during the continuance of this lease.

Any and all improvements or alterations to the property must be approved by the Director of the City of Scranton's Parks and Recreation Department.

SECTION 8. USE BY CITY.

TENANTS accept the premises subject to the interest of the CITY of Scranton in and to any area which is not currently used, or which hereafter is not used for Little League, T-Ball, Farm League, Legion Baseball, High School Baseball games and practices. In the event the CITY wants to use portions of the herein described premises which are not used by TENANTS, said premises may be used by CITY for municipal purposes.

SECTION 9. THIRD PARTY AGREEMENTS.

TENANTS agree that it shall not enter into any Third Party Agreements for the use of the premises by other parties, or use of the premises by TENANTS that is different than or inconsistent with the use as stated in Section 3 above, without the prior written consent and approval of the Mayor of the City of Scranton.

SECTION 10. INDEMNIFICATION.

TENANTS do hereby release and discharge the CITY from any and all liability associated with the TENANTS occupancy and usage of the premises and agrees to indemnify the CITY from all liability and causes of action for damages arising from any injuries to any person and/or damaged property of the TENANTS, its agents, representatives or members or to any person or the property of any other person on the premises or present or future condition of the premises.

SECTION 11. INSURANCE.

During the period of PRIMARY TENANCY, the PRIMARY TENANT does hereby agree to maintain at all times a liability insurance policy with limits not less than \$1,000,000.00 in which policy the City of Scranton should be joined as an additional insured at no cost to the CITY. Upon execution of the agreement and thereafter on an annual basis, an annual certificate of insurance coverage must be furnished as proof that the association is in compliance with the requirements stated herein.

SECTION 12. PERMANENT IMPROVEMENTS.

No permanent improvements or alterations of any kind shall be made on the leased premises by the TENANTS without the prior written consent of the Mayor and Council of the City of Scranton.

Playground equipment, tennis and/or basketball courts may be removed by the TENANTS provided they obtain the written approval of the Director of the City of Scranton's Parks and Recreation Department. The Director of Parks and Recreation shall supervise the removal of playground equipment, tennis and/or basketball courts, and the removal shall be accomplished in accordance with the terms and conditions outlined by the Director; and all costs associated with the removal shall be borne solely by the TENANTS.

SECTION 13. LEASEHOLD IMPROVEMENTS.

TENANTS shall make all necessary improvements to the premises required to adapt same to TENANTS' occupancy and permitted use. Plans and specifications for TENANTS' improvements shall be submitted to and approved by the City of Scranton Parks and Recreation Department prior to the commencement of the construction of such improvements.

SECTION 14. MECHANIC'S LIENS.

TENANTS agree that at least thirty (30) days before any construction work, labor and materials, any and all of which have been approved in accordance with the provisions herein, are done, used or expended by TENANTS or TENANTS behalf by any person, firm or corporation or by any contractor, that TENANTS will post and record, or cause to be posted and recorded, as provided by law, a notice of non-responsibility on behalf of CITY, giving notice that the CITY is not responsible for any work, labor or materials used or expended or to be used or expended on the premises.

SECTION 15. NO WAIVER OF TERMS.

Any indulgence by CITY whereby in one or many instances TENANTS are relieved from strict compliance with any term or terms in this Agreement, no matter how often repeated, shall not in any way be considered a waiver or CITY'S rights, but CITY may enforce the same at any time without any previous notice whatsoever.

SECTION 16. EFFECT OF FUTURE CONDEMNATION.

In the event that the premises herein described are the subject of any future condemnation, either partially or totally, the TENANTS will be entitled to damages for the value of those improvements only which were placed upon the premises by the TENANTS. Said monies shall be given to the TENANTS specifically for improvements to any future site that it may select.

SECTION 17. HOLDING OVER.

A holding over by TENANTS beyond the term of this lease shall not be deemed a renewal of this Lease unless agreed to in writing by CITY.

SECTION 18. LESSOR MAY ENTER.

TENANTS shall permit CITY and all authorized agents, representatives and employees of CITY to enter upon the premises from time to time to inspect the premises.

SECTION 19. DEFAULT.

a) It is agreed that the happening of any of the following events shall constitute a default by TENANTS:

(1) The failure of TENANTS to maintain its non-profit corporate status and to continue to operate the premises as contemplated by this Lease.

(2) The breach of any of the terms and conditions of this Lease.

b) Upon the happening of any of the events of default above enumerated, CITY shall then and thereafter have the right to terminate this Lease by notice in writing, or by posting upon the premises a notice in writing that term is at an end, and thereafter CITY and its agents and representatives may enter upon the premises and take possession thereof with or without Writ of Possession, and hold and retain possession thereof, and at the option of CITY may lease the same to others for CITY'S own use and benefit. CITY by so taking possession of the premises, shall not be deemed a trespasser, and the TENANTS hereby release CITY and its agents and representatives, and each and all of them, from any and all errors, damages and claims that may arise by reason of the proper and reasonable exercise of any of the remedies provided for herein.

c) It is agreed that an amicable action of ejectment may be entered in the Court of Common Pleas of Lackawanna County in which CITY shall be Plaintiff, and TENANTS and all who come

into possession of the premises during the term of this Lease or under TENANTS shall be Defendants, and TENANTS hereby confesses judgment in said action, and agree that in the event of default, as hereinabove defined, a Writ of Possession with clause permitting collection of all costs may be issued forthwith and reissued from time to time; and any attorney of any Court of record in Pennsylvania is hereby authorized to appear for the Defendants in said amicable action of ejectment and confess judgment in ejectment as above provided.

d) Waiver by the CITY of any default in performance by TENANTS of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.

SECTION 20. TERMINATION BY DEFAULT.

At the option of the CITY, in any case of default or breach of covenant by TENANTS, this Lease shall immediately terminate and CITY may signify its exercise of any option to terminate by written notice to that effect delivered to TENANTS by certified mail. When this Lease shall be terminated, whether by default as aforesaid or by expiration of the term, any attorney of a court of record may thereafter appear for TENANTS in an amicable action of ejectment brought by CITY in the Court of Common Pleas of Lackawanna County for the recovery of possession of the premises, and therein confess judgment in favor of CITY and against TENANTS for which this Agreement shall be sufficient authority and warrant; and CITY may immediately issue thereof a writ of habere facias possession or any other proper writ of possession of said premises. If for any reason after any such action and ejectment has been commenced and the same shall be terminated and the premises remain in or be restored to the TENANTS, CITY shall have the right in the event of any default or defaults to bring one or more further amicable actions of ejectment with the authority to confess judgment against TENANTS, in manner and form hereinbefore set forth, by reason of such

subsequent default. TENANTS waive and release all damages by way of any legal or other proceedings had in pursuance of law.

SECTION 21. TERMINATION BY LESSOR.

CITY may terminate this lease at any time it should determine that public necessity and convenience require it to do so, by serving upon TENANTS in the manner herein provided, a written notice of its election so to terminate, which notice shall be served at least five (5) days prior to the date in the notice named for such termination.

SECTION 22. SURRENDER OF PREMISES.

a) TENANTS hereby accepts notice to quit, remove from, and surrender up possession of the premises to CITY at the end of the term, unless the term is renewed in accordance with the terms and conditions of this Lease, or whenever this Lease shall be terminated either in accordance with its terms or by forfeiture of any condition of the lease. No further notice to that effect shall be required, being hereby expressly waived.

b) At the expiration of this Lease, or at any sooner termination, the TENANTS will quit and surrender possession of the premises peaceably and in as good order and condition as the premises were at the commencement of the term, reasonable wear, tear, and damage by the elements excepted. TENANTS further agree to leave the premises free from all nuisance and dangerous and defective conditions.

SECTION 23. PERFORMANCE OF COVENANTS.

All covenants and conditions herein are to be performed by TENANTS without demand; therefore, such demand being hereby waived by TENANTS.

SECTION 24. ENTIRE AGREEMENT.

It is further understood that the entire Agreement between the parties is embodied in the Agreement and that there are no implied or other warranties or covenants on the part of the CITY nor are there any further agreements, written, verbal or oral, either contemporaneous or otherwise, between the parties hereto, affecting the subject matter of this Agreement and that no part or item of this Agreement between the parties hereto, affecting the subject matter of this Agreement and that no part or item of this Agreement between the parties have been omitted.

SECTION 25. NOTICES.

All notices required under the terms and provisions of this lease shall be in writing and mailed by United States Registered Mail, Return Receipt Requested, postage prepaid, to CITY or TENANT, as the case may be, at the addresses set forth below, other address as either party may hereafter direct, by notice given in like manner. All written notices so mailed shall be effective as of 5:00 p.m. on the third full business day next following the day that the notice is mailed, as shown by the official Post Office receipt of mailing:

LESSOR:

City of Scranton
Law Department
340 North Washington Avenue
Scranton, PA 18503

TENANT:

West Scranton Little League, Inc.

SECTION 26. SUCCESSORS IN INTEREST.

The terms CITY and TENANTS shall include their successors and assigns as the case may be, and this Lease shall ensure to the benefit of and be binding upon CITY and TENANTS and their

respective successors and assigns, subject to the restriction on assignment and subletting herein set forth. The use of the singular term in all cases shall be deemed to include the plural.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

COUNTERSIGNED: CITY OF SCRANTON

BY: _____
CITY CONTROLLER

BY: _____
MAYOR

ATTEST:

BY: _____
CITY CLERK

BY: _____
DIRECTOR, PARKS AND RECREATION

APPROVED AS TO FORM: WEST SCRANTON LITTLE LEAGUE, INC.

BY: _____
CITY SOLICITOR

BY: _____
PRESIDENT

ATTEST BY:

SECRETARY



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

April 5, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

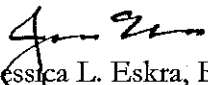
APR 09 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LEASE AGREEMENT WITH WEST SCRANTON LITTLE LEAGUE, INC. FOR USE OF CITY OWNED PROPERTY FOR A THREE (3) YEAR PERIOD COMMENCING APRIL 15, 2018 AND ENDING APRIL 14, 2021.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LEASE AGREEMENT WITH THE SCRANTON SCHOOL DISTRICT FOR USE OF CITY OWNED PROPERTY AS MORE FULLY DESCRIBED IN THE LEASE AGREEMENT ATTACHED HERETO AS EXHIBIT "A" FOR A THREE (3) YEAR PERIOD COMMENCING APRIL 15, 2018 AND ENDING APRIL 14, 2021.

WHEREAS, THE CITY OF SCRANTON, as the owner of certain lands, would like to make them available on a lease rental basis to the Scranton School District for a three (3) year period commencing April 15, 2018, and ending April 14, 2021; and

WHEREAS, the CITY OF SCRANTON is desirous of executing and entering into a Lease Agreement with the Scranton School District according to certain terms and conditions set forth in the Lease Agreement attached hereto as "Exhibit A".

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON AS FOLLOWS:

SECTION 1. The Mayor and other appropriate officials of the City of Scranton are hereby authorized to execute and enter into a Lease Agreement with the Scranton School District for a three (3) year period commencing April 15, 2018 and ending April 14, 2021, substantially in the form attached hereto and made a part hereof.

SECTION 2. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

SECTION 3. This Ordinance shall become effective immediately upon its being approved.

SECTION 4. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not effect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

LEASE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2018, by and between the CITY OF SCRANTON, a Municipal Corporation of the Commonwealth of Pennsylvania located at 340 North Washington Avenue, City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania (hereinafter referred to as the "CITY") and the SCRANTON SCHOOL DISTRICT, with its principal registered office located at 425 North Washington Avenue, City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania (hereinafter referred to as the "SCRANTON SCHOOL DISTRICT", "TENANT", OR "TENTANTS").

WITNESSETH:

SECTION 1. CONSIDERATION.

In consideration of the mutual promises contained herein the parties intending to be legally bound, the CITY leases to the SCRANTON SCHOOL DISTRICT the premises for a three (3) year term. The various commitments and agreements of the TENANT regarding insurance of the premises, maintenance of the premises, and usage of the premises comprise part of the consideration for this lease transaction.

SECTION 2. DESCRIPTION OF THE PREMISES.

The CITY leases to SCRANTON SCHOOL DISTRICT all those certain pieces or parcels of land situate in the City of Scranton more particularly referred to and described as BATTAGLIA FIELD, SLOAN TEENER FIELD, and SLOAN SOFTBALL FIELD.

It is further agreed that this Lease is intended to include that area used by the WEST SCRANTON LITTLE LEAGUE, INC., SCRANTON SCHOOL DISTRICT, and the CITY for use as a baseball fields, and its facilities, such as bleachers, parking and buildings.

SECTION 2 A. TERM.

The initial term for this Lease Agreement shall be for a three (3) year period commencing **April 15, 2018 and ending April 14, 2021.**

SECTION 3. USE OF THE PREMISES.

a) SCRANTON SCHOOL DISTRICT shall use the leased premises for a facility for High School Baseball and for no other purposes. SCRANTON SCHOOL DISTRICT shall keep the premises open to all members of the public subject to the reasonable schedule for use by the WEST SCRANTON LITTLE LEAGUE, INC., for practices and baseball games. SCRANTON SCHOOL DISTRICT shall make no alterations or improvements to the leased premises inconsistent with such use.

b) During the pendency of this Lease, SCRANTON SCHOOL DISTRICT will serve periodically as PRIMARY and SECONDARY TENANTS pursuant to the following schedule: From April 15th 2018, until the conclusion of the SCRANTON SCHOOL DISTRICT'S BASEBALL season, and continuing each year thereafter through 2020, SCRANTON SCHOOL DISTRICT shall serve as the PRIMARY TENANT and WEST SCRANTON LITTLE LEAGUE shall serve as the SECONDARY TENANT. From the conclusion of SCRANTON SCHOOL DISTRICT'S BASEBALL 2018 season, until the conclusion of WEST SCRANTON LITTLE LEAGUE'S season, and continuing each year through 2020, WEST SCRANTON LITTLE LEAGUE shall serve as the PRIMARY TENANT and SCRANTON SCHOOL DISTRICT shall serve as the SECONDARY TENANT. During periods of PRIMARY TENANCY, the PRIMARY TENANT shall use the premises at its election. During periods of SECONDARY TENANCY, the SECONDARY TENANT shall be permitted to use the premises when not in use by the PRIMARY TENANT and upon mutual agreement between the TENANTS. Mutual agreement shall not

reasonably be withheld. If use of the premises for a specific date is unreasonably withheld by the TENANTS, then no TENANT shall be permitted to use the premises for the period of time contested.

b) TENANTS shall not permit any unlawful or immoral use of the premises and shall at its own expense properly comply with all present and future laws, notices, ordinances, orders, regulations and recommendations of the Federal, State and Local Authorities pertaining to use of occupancy, maintenance and improvement of the premises.

c) TENANTS further will not permit the sale, use or distribution of alcohol, alcoholic beverages, intoxicating liquors or drugs at any time on the premises.

SECTION 4. NON-EXCLUSIVE USE OF THE PREMISES.

While the premises may be utilized for official practices and scheduled games, the TENANTS agree to provide the Director of Parks and Recreation with a schedule detailing the monthly usage of the premises for scheduled practices and games. The field is to be available for use by the public at all other times and the Director of Parks and Recreation is the final arbitrator with respect to the actual usage of the premises. The word "public" shall mean the general public and shall not include any other organized activity.

SECTION 5. UTILITY CHARGES.

During the period of PRIMARY TENANCY, the PRIMARY TENANT shall pay all rents and charges for any utility services furnished for use upon or in connection with the premises as the same shall be due during the continuance of this lease and shall not be authorized to obligate the CITY for any charges for utility service or costs or expenses related to the utilities.

SECTION 6. TRASH REMOVAL.

All garbage, rubbish, refuse matter now or hereinafter on said premises shall be removed at the cost of the PRIMARY TENANT during the period of PRIMARY TENANCY at least once a week.

SECTION 7. PREMISES ACCEPTED AS IS.

TENANTS accept the entire premises as they are after full examination of their present condition without any representation having been made by any agent of the CITY. TENANTS can take the necessary steps to make and maintain the entire premises safe in all respects at its' own expense. TENANTS further agree to keep the entire premises in good order and repair at all times during the continuance of this lease.

Any and all improvements or alterations to the property must be approved by the Director of the City of Scranton's Parks and Recreation Department.

SECTION 8. USE BY CITY.

TENANTS accept the premises subject to the interest of the CITY of Scranton in and to any area which is not currently used, or which hereafter is not used for Little League, T-Ball, Farm League, Legion Baseball, High School Baseball games and practices. In the event the CITY wants to use portions of the herein described premises which are not used by TENANTS, said premises may be used by CITY for municipal purposes.

SECTION 9. THIRD PARTY AGREEMENTS.

TENANTS agree that it shall not enter into any Third Party Agreements for the use of the premises by other parties, or use of the premises by TENANTS that is different than or inconsistent with the use as stated in Section 3 above, without the prior written consent and approval of the Mayor of the City of Scranton.

SECTION 10. INDEMNIFICATION.

TENANTS do hereby release and discharge the CITY from any and all liability associated with the TENANTS occupancy and usage of the premises and agrees to indemnify the CITY from all liability and causes of action for damages arising from any injuries to any person and/or damaged property of the TENANTS, its agents, representatives or members or to any person or the property of any other person on the premises or present or future condition of the premises.

SECTION 11. INSURANCE.

During the period of PRIMARY TENANCY, the PRIMARY TENANT do hereby agree to maintain at all times a liability insurance policy with limits not less than \$1,000,000.00 in which policy the City of Scranton should be joined as an additional insured at no cost to the CITY. Upon execution of the agreement and thereafter on an annual basis, an annual certificate of insurance coverage must be furnished as proof that the association is in compliance with the requirements stated herein.

SECTION 12. PERMANENT IMPROVEMENTS.

No permanent improvements or alterations of any kind shall be made on the leased premises by the TENANTS without the prior written consent of the Mayor and Council of the City of Scranton.

Playground equipment, tennis and/or basketball courts may be removed by the TENANTS provided they obtain the written approval of the Director of the City of Scranton's Parks and Recreation Department. The Director of Parks and Recreation shall supervise the removal of playground equipment, tennis and/or basketball courts, and the removal shall be accomplished in accordance with the terms and conditions outlined by the Director; and all costs associated with the removal shall be borne solely by the TENANTS.

SECTION 13. LEASEHOLD IMPROVEMENTS.

TENANTS shall make all necessary improvements to the premises required to adapt same to TENANTS' occupancy and permitted use. Plans and specifications for TENANTS' improvements shall be submitted to and approved by the City of Scranton Parks and Recreation Department prior to the commencement of the construction of such improvements.

SECTION 14. MECHANIC'S LIENS.

TENANTS agree that at least thirty (30) days before any construction work, labor and materials, any and all of which have been approved in accordance with the provisions herein, are done, used or expended by TENANTS or TENANTS behalf by any person, firm or corporation or by any contractor, that TENANTS will post and record, or cause to be posted and recorded, as provided by law, a notice of non-responsibility on behalf of CITY, giving notice that the CITY is not responsible for any work, labor or materials used or expended or to be used or expended on the premises.

SECTION 15. NO WAIVER OF TERMS.

Any indulgence by CITY whereby in one or many instances TENANTS are relieved from strict compliance with any term or terms in this Agreement, no matter how often repeated, shall not in any way be considered a waiver or CITY'S rights, but CITY may enforce the same at any time without any previous notice whatsoever.

SECTION 16. EFFECT OF FUTURE CONDEMNATION.

In the event that the premises herein described are the subject of any future condemnation, either partially or totally, the TENANTS will be entitled to damages for the value of those improvements only which were placed upon the premises by the TENANTS. Said monies shall be given to the TENANTS specifically for improvements to any future site that it may select.

SECTION 17. HOLDING OVER.

A holding over by TENANTS beyond the term of this lease shall not be deemed a renewal of this Lease unless agreed to in writing by CITY.

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TENANTS shall permit CITY and all authorized agents, representatives and employees of CITY to enter upon the premises from time to time to inspect the premises.

SECTION 19. DEFAULT.

a) It is agreed that the happening of any of the following events shall constitute a default by TENANTS:

(1) The failure of TENANTS to maintain its non-profit corporate status and to continue to operate the premises as contemplated by this Lease.

(2) The breach of any of the terms and conditions of this Lease.

b) Upon the happening of any of the events of default above enumerated, CITY shall then and thereafter have the right to terminate this Lease by notice in writing, or by posting upon the premises a notice in writing that term is at an end, and thereafter CITY and its agents and representatives may enter upon the premises and take possession thereof with or without Writ of Possession, and hold and retain possession thereof, and at the option of CITY may lease the same to others for CITY'S own use and benefit. CITY by so taking possession of the premises, shall not be deemed a trespasser, and the TENANTS hereby release CITY and its agents and representatives, and each and all of them, from any and all errors, damages and claims that may arise by reason of the proper and reasonable exercise of any of the remedies provided for herein.

c) It is agreed that an amicable action of ejectment may be entered in the Court of Common Pleas of Lackawanna County in which CITY shall be Plaintiff, and TENANTS and all who come

into possession of the premises during the term of this Lease or under TENANTS shall be Defendants, and TENANTS hereby confesses judgment in said action, and agree that in the event of default, as hereinabove defined, a Writ of Possession with clause permitting collection of all costs may be issued forthwith and reissued from time to time; and any attorney of any Court of record in Pennsylvania is hereby authorized to appear for the Defendants in said amicable action of ejectment and confess judgment in ejectment as above provided.

d) Waiver by the CITY of any default in performance by TENANTS of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.

SECTION 20. TERMINATION BY DEFAULT.

At the option of the CITY, in any case of default or breach of covenant by TENANTS, this Lease shall immediately terminate and CITY may signify its exercise of any option to terminate by written notice to that effect delivered to TENANTS by certified mail. When this Lease shall be terminated, whether by default as aforesaid or by expiration of the term, any attorney of a court of record may thereafter appear for TENANTS in an amicable action of ejectment brought by CITY in the Court of Common Pleas of Lackawanna County for the recovery of possession of the premises, and therein confess judgment in favor of CITY and against TENANTS for which this Agreement shall be sufficient authority and warrant; and CITY may immediately issue thereof a writ of habere facias possession or any other proper writ of possession of said premises. If for any reason after any such action and ejectment has been commenced and the same shall be terminated and the premises remain in or be restored to the TENANTS, CITY shall have the right in the event of any default or defaults to bring one or more further amicable actions of ejectment with the authority to confess judgment against TENANTS, in manner and form hereinbefore set forth, by reason of such

subsequent default. TENANTS waive and release all damages by way of any legal or other proceedings had in pursuance of law.

SECTION 21. TERMINATION BY LESSOR.

CITY may terminate this lease at any time it should determine that public necessity and convenience require it to do so, by serving upon TENANTS in the manner herein provided, a written notice of its election so to terminate, which notice shall be served at least five (5) days prior to the date in the notice named for such termination.

SECTION 22. SURRENDER OF PREMISES.

a) TENANTS hereby accepts notice to quit, remove from, and surrender up possession of the premises to CITY at the end of the term, unless the term is renewed in accordance with the terms and conditions of this Lease, or whenever this Lease shall be terminated either in accordance with its terms or by forfeiture of any condition of the lease. No further notice to that effect shall be required, being hereby expressly waived.

b) At the expiration of this Lease, or at any sooner termination, the TENANTS will quit and surrender possession of the premises peaceably and in as good order and condition as the premises were at the commencement of the term, reasonable wear, tear, and damage by the elements excepted. TENANTS further agree to leave the premises free from all nuisance and dangerous and defective conditions.

SECTION 23. PERFORMANCE OF COVENANTS.

All covenants and conditions herein are to be performed by TENANTS without demand; therefore, such demand being hereby waived by TENANTS.

SECTION 24. ENTIRE AGREEMENT.

It is further understood that the entire Agreement between the parties is embodied in the

Agreement and that there are no implied or other warranties or covenants on the part of the CITY nor are there any further agreements, written, verbal or oral, either contemporaneous or otherwise, between the parties hereto, affecting the subject matter of this Agreement and that no part or item of this Agreement between the parties hereto, affecting the subject matter of this Agreement and that no part or item of this Agreement between the parties have been omitted.

SECTION 25. NOTICES.

All notices required under the terms and provisions of this lease shall be in writing and mailed by United States Registered Mail, Return Receipt Requested, postage prepaid, to CITY or TENANT, as the case may be, at the addresses set forth below, other address as either party may hereafter direct, by notice given in like manner. All written notices so mailed shall be effective as of 5:00 p.m. on the third full business day next following the day that the notice is mailed, as shown by the official Post Office receipt of mailing:

LESSOR:

City of Scranton
Law Department
340 North Washington Avenue
Scranton, PA 18503

TENANT:

Scranton School District
425 N. Washington Ave.
Scranton, PA 18503.

SECTION 26. SUCCESSORS IN INTEREST.

The terms CITY and TENANTS shall include their successors and assigns as the case may be, and this Lease shall ensure to the benefit of and be binding upon CITY and TENANTS and their respective successors and assigns, subject to the restriction on assignment and subletting herein set forth. The use of the singular term in all cases shall be deemed to include the plural.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

COUNTERSIGNED: CITY OF SCRANTON

BY: _____
CITY CONTROLLER

BY: _____
MAYOR

ATTEST:

BY: _____
CITY CLERK

BY: _____
DIRECTOR, PARKS AND RECREATION

APPROVED AS TO FORM: SCRANTON SCHOOL DISTRICT

BY: _____
CITY SOLICITOR

BY: _____
PRESIDENT

ATTEST BY:

SECRETARY



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

April 5, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

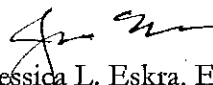
APR 09 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO ENTER INTO A LEASE AGREEMENT WITH THE SCRANTON SCHOOL DISTRICT FOR USE OF CITY OWNED PROPERTY AS MORE FULLY DESCRIBED IN THE LEASE AGREEMENT ATTACHED HERETO AS EXHIBIT "A" FOR A THREE (3) YEAR PERIOD COMMENCING APRIL 15, 2018 AND ENDING APRIL 14, 2021.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

AN ORDINANCE

2018

AMENDING FILE OF THE COUNCIL NO. 64, 2014, AN ORDINANCE (AS AMENDED) ENTITLED "AN ORDINANCE ADOPTING THE QUALITY OF LIFE AND VIOLATIONS TICKET PROCESS IN THE CITY OF SCRANTON" BE AMENDED TO INCLUDE A NEW DEFINITION IN SECTION 2. DEFINITIONS, NEW VIOLATIONS IN SECTION 3. QUALITY OF LIFE VIOLATIONS AND NEW FINES AND PENALTIES IN SECTION 9. FINES AND PENALTIES.

WHEREAS, pursuant to the request of the Director of Licensing, Inspections, and Permits, this Ordinance will help combat blight and preserve the life, health, sanitation, safety and aesthetic value for the City of Scranton and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that File of the Council No. 64, 2014 An Ordinance (as Amended) be Amended to include the following new definition, new violations, and new fines and penalties to the Property Maintenance Rules and Regulations of the Quality of Life and Violations Ticket Process for the City of Scranton:

PROPERTY MAINTENANCE RULES AND REGULATIONS

SECTION 2. Definitions.

NUISANCE ANIMAL – A "Nuisance Animal" includes any domesticated animal that emits any frequent or habitual barking, howling, yelping, or other noises that disturbs the peace of another, runs at large upon public or private property without permission from the property owner, or an animal which soils, defiles, defecates or otherwise causes damage to public or private property other than the property of the owner.

SECTION 3. Quality Of Life Violations.

30. **Unlawful Occupancy.** It shall be unlawful to occupy, use or operate any building or structure or type of new or changed business within a structure, space, or building without first obtaining a Certificate of Occupancy issued by the building code official.

31. **Illegal Parking.** It shall be unlawful to park, store, or place a motor vehicle, commercial or otherwise, in any parking area, zoning district, land, parcel, or spot not conforming to the City of Scranton Zoning Ordinance or related Ordinances.

32. **Nuisance Animal.** Any animal that is considered a public nuisance, as defined in this Ordinance, in any neighborhood or zoning district by the Animal Control Officer or other public official shall be considered unlawful. This includes the harboring of nuisance animals.

33. **Unlicensed Dog.** It shall be unlawful to house, keep, or own a dog without obtaining the proper license from the Department of Licensing, Inspections, and Permits.

34. **Dangerous/Vicious Dog or Other Animal.** Any dog or other animal whose behavior poses a threat to public safety, which inflicts unjustified, serious injury, or poses an imminent threat of unjustified, serious aggression toward people or other animals shall be considered unlawful. This includes the harboring of such dangerous animals.

35. **Property Maintenance Violation – Other.** Any property maintenance violation not specifically mentioned in this Ordinance but falls under the confines of the International Property Maintenance Code as adopted by the City of Scranton and other related Ordinances. When issuing said violation, the public officer shall cite the specific section of the International Property Maintenance Code, as adopted by the City of Scranton, and other related Ordinances.

36. **Noise Disturbance/Nuisance.** Any person, entity, or business created a noise disturbance/nuisance, as defined in File of the Council No. 74 of 1993 (Zoning Ordinance) and File of the Council No. 116 of 1996.

37. **Abandoned/Junk Vehicle.** It shall be unlawful to store or park an abandoned/junk vehicle within the City as defined in File of the Council No. 74 of 1993 (Zoning Ordinance) and File of the Council No. 222 of 2003.

38. **Weights, Scales, and Measures.** Any business/property owner, operator/agent of a business involving weights, scales, and measures, including but not limited to, gas stations, jewelry and precious metal operations, meter reading, or any scale measuring up to one thousand (1,000) pounds, shall comply with all related City and State laws regarding such subject matter.

39. **Refuse for Pickup and Containers.** It shall be unlawful to set or place garbage out prior to twenty four (24) hours before the scheduled pick up time and for property owners not to have sufficient garbage containers of at least thirty two (32) gallon capacity for each unit within the building. When not out for pick up, garbage containers shall be placed in an inconspicuous area on the property.

SECTION 9. Fines and Penalties.

- A. Any person who violates this Part shall pay a fine as set forth herein for each offense, plus all direct and indirect costs incurred by the City for the clean up and abatement of the violation.

Violation	Description	Fine	Payment Due
QOL-030	Unlawful Occupancy	\$500.00	48 HOURS
QOL-031	Illegal Parking	\$50.00	48 HOURS
QOL-032	Nuisance Animal	\$50.00	48 HOURS
QOL-033	Unlicensed Dog	\$75.00	48 HOURS
QOL-034	Dangerous/Vicious Dog or Other Animal	\$150.00	48 HOURS
QOL-035	Property Maintenance Violation - Other	\$100.00	48 HOURS
QOL-036	Noise Disturbance/Nuisance	\$100.00	48 HOURS
QOL-037	Abandoned/Junk Vehicle	\$100.00	48 HOURS
QOL-038	Weights, Scales, and Measures	\$200.00	48 HOURS
QOL-039	Garbage for Pickup and Containers	\$100.00	48 HOURS

SECTION 12. Severability.

All relevant Ordinances, regulations, and policies of the City of Scranton, Pennsylvania not amended shall remain in full force and effect.

SECTION 13. Any Ordinance or part of an Ordinance conflicting with the provisions of this Ordinance shall be subordinate to this Ordinance to the extent of such conflict, and the language contained in the Ordinance shall control.

SECTION 14. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally

enforceable minus the invalid portion. The City reserves the right to amend this ordinance or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes & intent of this Ordinance, & the effective administration thereof.

SECTION 15. This Ordinance shall be effective immediately upon approval.

SECTION 16. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4193 • FAX: 570-348-4171

March 20, 2018

Ms. Jessica Eskra Esq.
City Solicitor
Law Department
City Hall

RE: AMENDING FOC # 64 of 2014
(Quality of Life Tickets)

Dear Solicitor Boyles,

Please review the following amendments to bring before City Council for their evaluation and encouraged approval. I propose add the following:

To amend and include new Quality of Life violations and fines to aid in the enforcement process and help combat blight, life, health, safety, sanitation and aesthetic value for the City of Scranton. Said amendments are necessary for the enforcement of frequent and often daily reported violations, complaints and concerns and will assist in the timeframe on which said violations can be cured.

Please see Attachment A for the listed proposed changes.

If you should have any questions, please contact me at your earliest convenience.

Sincerely,

Patrick L. Hinton
Director/ BCO
Licensing, Inspections and Permits

Cc: Thomas Oleski, Deputy Director/BCO



DEPARTMENT OF LICENSING, INSPECTIONS AND PERMITS

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4193 • FAX: 570-348-4171

March 20, 2018

Ms. Jessica Eskra Esq.
City Solicitor
Law Department
City Hall

RE: AMENDING FOC # 64 of 2014
(Quality of Life Tickets)

Attachment A
Proposed Changes

Section 3 Quality of Life Violations (Additions)

30. Unlawful Occupancy: It shall be unlawful to occupy, use or operate any building or structure or type of new or changed business within a structure, space or building without first obtaining a certificate of occupancy issued by the building code official.

31. Illegal Parking: It shall be unlawful to park, store or place a motor vehicle commercial or otherwise, in any parking area, zoning district, land, parcel or spot not conforming to the City of Scranton Zoning Ordinance or related ordinances.

32. Nuisance Animal: Any animal that is considered a public nuisance as defined in this ordinance in any neighborhood or zoning district by the Animal Control Officer or other public official as defined in this ordinance and FOC 74 of 1993 (Zoning Ordinance) shall be considered unlawful. This includes the harboring of any nuisance animals.

33. Unlicensed Dog: It shall be unlawful to house, keep, or own a dog without obtaining the proper license from the Department of Licensing, Inspections & Permits Department.

34. Dangerous/Vicious Dog or other animal: Any dog or other animal whose behavior poses a threat to public safety. Any dog or other animal which inflicts unjustified, serious injury, or poses an imminent threat of unjustified, serious aggression toward people or other animals. This includes the harboring of such dangerous animals.

35. Property Maintenance Violation-Other: Any property maintenance violation not specifically mentioned in this ordinance but falls under the confines of the International Property Maintenance Code as adopted by the City of Scranton and other related ordinances.

- When issuing said violation ticket the public officer as defined by this ordinance shall cite the specific section of the IPMC or related ordinance.

36. Noise Disturbance/Nuisance: Any person, entity or business creating a noise disturbance/nuisance, as defined in FOC # 74 of 1993 (Zoning Ordinance) and in FOC # 116 of 1996.

37. Abandoned/Junk Vehicle: It shall be unlawful to store or park an abandoned/junk vehicle within the City as defined in FOC #74 of 1993 and FOC # 222 of 2003.

38. Weights, Scales & Measures: Any business/property owner, operator/agent of a business involving weights, scales and measures including but not limited to; gas stations, jewelry and precious metal operations, meter reading, or any scale up measuring up to 1,000 pounds, shall comply with all related City and State laws regarding such subject matter.

39. Garbage for Pickup & Containers: It shall be unlawful to set or place garbage out prior to twenty four (24) hours before the scheduled pickup time and for property owners not to have sufficient garbage containers of at least 32 gallon capacity for each unit within building. When not out for pickup, garbage containers shall be placed in an inconspicuous area on the property.

Section 9 Fines & Penalties (Additions)

QOL-30: Unlawful Occupancy	\$ 500.00
QOL-31: Illegal Parking	\$ 50.00
QOL-31: Nuisance Animal	\$ 50.00
QOL-33: Unlicensed Dog	\$ 75.00
QOL-34: Dangerous/Vicious Dog or other animal	\$ 150.00
QOL-35: Property Maintenance Violation-Other	\$ 100.00
QOL-36: Noise Disturbance/Nuisance	\$ 100.00
QOL-37: Abandoned/Junk Vehicle	\$ 100.00
QOL-38: Weights, Scales & Measures	\$ 200.00
QOL-39: Garbage for Pickup & Containers	\$ 100.00



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

April 3, 2018

RECEIVED

APR 09 2018


OFFICE OF CITY
COUNCIL/CITY CLERK

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE AMENDING FILE OF THE COUNCIL NO. 64, 2014, AN ORDINANCE (AS AMENDED) ENTITLED "AN ORDINANCE ADOPTING THE QUALITY OF LIFE AND VIOLATIONS TICKET PROCESS IN THE CITY OF SCRANTON" BE AMENDED TO INCLUDE A NEW DEFINITION IN SECTION 2. DEFINITIONS, NEW VIOLATIONS IN SECTION 3. QUALITY OF LIFE VIOLATIONS AND NEW FINES AND PENALTIES IN SECTION 9. FINES AND PENALTIES.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2018

AN ORDINANCE

ADOPTING THE 2012 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES, BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE, AND THE DEMOLITION OF SUCH EXISTING STRUCTURES IN THE CITY OF SCRANTON; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; REPEALING SECTION 1 OF ORDINANCE NO. 37, 2014 OF THE CITY OF SCRANTON AND ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH.

SECTION 1. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SCRANTON and it is hereby ordained as follows to wit:

Adoption of the 2012 Edition of the International Property Maintenance Code:

That a certain document, one (1) copy of which is on file in the Office of the City Clerk of the City of Scranton, being marked and designated as "The International Property Maintenance Code, 2012 Edition", as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Scranton in the State of Pennsylvania for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the Office of the City Clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this Ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this Ordinance.

SECTION 2. That Section 1 of File of the Council No. 37 of 2014, an Ordinance entitled, "An Ordinance of the City of Scranton Adopting the 2009 Edition of the International Property Maintenance Code, Regulating and Governing the Conditions and maintenance of all Property, Buildings, and Structures, by providing the Standards for Supplied Utilities and Facilities and Other Physical Things and Conditions Essential to Ensure that Structures are Safe, Sanitary, and Fit for Occupation and Use; and the Condemnation of Buildings and Structures Unfit for Human Occupancy and Use, and the Demolition of Such Existing Structures in the City of Scranton; Providing for the Issuance of Permits and Collection of Fees Therefor; Repealing Ordinance No. 2, 2000 of the City of Scranton and All Other Ordinances and Parts of Ordinances in Conflict Therewith" is hereby repealed and all other Ordinances or parts of Ordinances in conflict herewith are hereby repealed. All other provisions contained in File of the Council No. 37 of 2014 not inconsistent herewith shall remain in full force and effect.

SECTION 3. DELETION.

- a. File of the Council No. 37 of 2014, an Ordinance entitled, "An Ordinance of the City of Scranton Adopting the 2009 Edition of the International Property Maintenance Code, Regulating and Governing the Conditions and maintenance of all Property, Buildings, and Structures, by providing the Standards for Supplied Utilities and Facilities and Other Physical Things and Conditions Essential to Ensure that Structures are Safe, Sanitary, and Fit for Occupation and Use; and the Condemnation of Buildings and Structures Unfit for Human Occupancy and Use, and the Demolition of Such Existing Structures in the City of Scranton; Providing for the Issuance of Permits and Collection of Fees Therefor; Repealing Ordinance No. 2, 2000 of the City of Scranton and All Other Ordinances and Parts of Ordinances in Conflict Therewith" shall be amended to delete subsection (b), entitled **Section 103.5 Fees**.
- b. File of the Council No. 37 of 2014, an Ordinance entitled, "An Ordinance of the City of Scranton Adopting the 2009 Edition of the International Property Maintenance Code, Regulating and Governing the Conditions and maintenance of all Property, Buildings, and Structures, by providing the Standards for Supplied Utilities and Facilities and Other Physical Things and Conditions Essential to Ensure that Structures are Safe, Sanitary, and Fit for Occupation and Use; and the Condemnation of Buildings and Structures Unfit for Human Occupancy and Use, and the Demolition of Such Existing Structures in the City of Scranton; Providing for the Issuance of Permits and Collection of Fees Therefor; Repealing Ordinance No. 2, 2000 of the City of Scranton and All Other Ordinances and Parts of Ordinances in Conflict Therewith" shall be amended to delete subsection (d), entitled **Section 112.4 Failure to Comply**.
- c. All other provisions of Section 2 of File of the Council No. 37 of 2014 not modified, deleted, or amended hereinabove shall remain in full force and effect.

SECTION 4. APPEALS.

- a. Any owner or agent, as defined in the International Property Maintenance Code, 2012 Edition, aggrieved by the action or decision of the code official or authorized deputy or a notice or order issued under this Ordinance or code shall have the right to appeal such decision or order to the Housing Board of Appeals, provided that a written application for appeal is filed within twenty (20) days after the day of the decision, or the day that notice or order was served. Upon completion, all appeal forms must be submitted with a non-refundable fee of Three Hundred (\$300.00) Dollars.
- b. Any person making an appeal to the Housing Board of Appeals will be notified when to appear before the Board within thirty (30) days. The Board will hold a public hearing and, upon evidence and testimony submitted, will render a decision. Any party not in compliance with the decision or order from the Board shall be subject to the penalties of this ordinance. Any party who seeks to reschedule or cancel an appeal hearing must provide prior notice of five (5) business days of the scheduled hearing. Failure to provide proper notice shall be deemed a violation and subject to a late fee of One Hundred Fifty (\$150.00) Dollars payable to the Department of Licensing, Inspections, and Permits. All late fees must be paid prior to scheduling another hearing date.
- c. Any owner or agent, as defined in The International Property Maintenance Code, 2012 Edition, aggrieved by a decision of the Board of Appeals may appeal to the Court of Common Pleas of Lackawanna County. Appeals shall be made to the proper court within thirty (30) days after the Board's decision.

SECTION 5. VIOLATIONS.

Any person, persons, corporation, LLC, or partnership which violates any provisions of this Ordinance or code shall be subject to a fine of not less than Three Hundred (\$300.00) Dollars and not more than One Thousand (\$1,000.00) Dollars for each violation. Each day a violation continues may constitute a separate offense for which a separate fine may be imposed.

SECTION 6. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this ordinance or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes & intent of this ordinance, & the effective administration thereof.

SECTION 7. This Ordinance will take effect immediately upon passage.

SECTION 8. Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



INTERNATIONAL PROPERTY MAINTENANCE CODE®

A Member of the International Code Family®

2012 IPMC®

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2012 International Property Maintenance Code®

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PRINTED IN THE U.S.A.

PREFACE

Introduction

Internationally, code officials recognize the need for a modern, up-to-date property maintenance code governing the maintenance of existing buildings. The *International Property Maintenance Code*®, in this 2012 edition, is designed to meet this need through model code regulations that contain clear and specific property maintenance requirements with required property improvement provisions.

This 2012 edition is fully compatible with all of the *International Codes*® (I-Codes®) published by the International Code Council (ICC)®, including the *International Building Code*®, *International Energy Conservation Code*®, *International Existing Building Code*®, *International Fire Code*®, *International Fuel Gas Code*®, *International Green Construction Code*™ (to be available March 2012), *International Mechanical Code*®, *ICC Performance Code*®, *International Plumbing Code*®, *International Private Sewage Disposal Code*®, *International Residential Code*®, *International Swimming Pool and Spa Code*™ (to be available March 2012), *International Wildland-Urban Interface Code*® and *International Zoning Code*®.

The *International Property Maintenance Code* provisions provide many benefits, among which is the model code development process that offers an international forum for code officials and other interested parties to discuss performance and prescriptive code requirements. This forum provides an excellent arena to debate proposed revisions. This model code also encourages international consistency in the application of provisions.

Development

The first edition of the *International Property Maintenance Code* (1998) was the culmination of an effort initiated in 1996 by a code development committee appointed by ICC and consisting of representatives of the three statutory members of the International Code Council at that time, including: Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO) and Southern Building Code Congress International (SBCCI). The committee drafted a comprehensive set of regulations for existing buildings that was consistent with the existing model property maintenance codes at the time. This 2012 edition presents the code as originally issued, with changes reflected through the previous 2006 editions and further changes developed through the ICC Code Development Process through 2010. A new edition of the code is promulgated every three years.

This code is founded on principles intended to establish provisions consistent with the scope of a property maintenance code that adequately protects public health, safety and welfare; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

Adoption

The *International Property Maintenance Code* is available for adoption and use by jurisdictions internationally. Its use within a governmental jurisdiction is intended to be accomplished through adoption by reference in accordance with proceedings established in the jurisdiction's laws. At the time of adoption, jurisdictions should insert the appropriate information in provisions requiring specific local information, such as the name of the adopting jurisdiction. These locations are shown in bracketed words in small capital letters in the code and in the sample ordinance. The sample adoption ordinance on page xiii addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

Maintenance

The *International Property Maintenance Code* is kept up to date through the review of proposed changes submitted by code enforcing officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The contents of this work are subject to change both through the Code Development Cycles and the governmental body that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the International Code Council.

While the development procedure of the *International Property Maintenance Code* ensures the highest degree of care, ICC, its membership and those participating in the development of this code do not accept any liability resulting from compliance or noncompliance with the provisions because ICC does not have the power or authority to police or enforce compliance with the contents of this code. Only the governmental body that enacts the code into law has such authority.

Code Development Committee Responsibilities (Letter Designations in Front of Section Numbers)

In each code development cycle, proposed changes to this code are considered at the Code Development Hearings by the International Property Maintenance/Zoning Code Development Committee, whose action constitutes a recommendation to the voting membership for final action on the proposed changes. Proposed changes to a code section having a number beginning with a letter in brackets are considered by a different code development committee. For example, proposed changes to code sections that have the letter [F] in front of them (e.g., [F] 704.1) are considered by the International Fire Code Development Committee at the Code Development Hearings.

The content of sections in this code that begin with a letter designation is maintained by another code development committee in accordance with the following:

- [A] = Administrative Code Development Committee;
- [F] = International Fire Code Development Committee;
- [P] = International Plumbing Code Development Committee; and
- [B] = International Building Code Development Committee (IBC—Fire Safety, General, Means of Egress or Structural);

Note that, for the development of the 2015 edition of the I-Codes, there will be two groups of code development committees and they will meet in separate years. The groupings are as follows:

Group A Codes (Heard in 2012, Code Change Proposals Deadline: January 3, 2012)	Group B Codes (Heard in 2013, Code Change Proposals Deadline: January 3, 2013)
International Building Code	Administrative Provisions (Chapter 1 all codes except IRC and ICC PC, administrative updates to currently referenced standards, and designated definitions)
International Fuel Gas Code	International Energy Conservation Code
International Mechanical Code	International Existing Building Code
International Plumbing Code	International Fire Code
International Private Sewage Disposal Code	International Green Construction Code
	ICC Performance Code
	International Property Maintenance Code
	International Residential Code
	International Swimming Pool and Spa Code
	International Wildland-Urban Interface Code
	International Zoning Code

Code change proposals submitted for code sections that have a letter designation in front of them will be heard by the respective committee responsible for such code sections. Because different committees will meet in different years, it is possible that some proposals for this code will be heard by a committee in a different year than the year in which the primary committee for this code meets.

For instance, Section 502.1 is designated as the responsibility of the International Plumbing Code Development Committee, along with most of the provisions in Chapter 5. This committee will meet in 2012 to consider all code change proposals to the *International Plumbing Code* and any portions of other codes that it is responsible for, including Section 502.1 and most of the provisions of Chapter 5 (designated with [P] in front of those sections.) Therefore, any proposals to Section 502.1 in Chapter 5 will be needed to be submitted by January 3, 2012, for consideration in 2012 by the International Plumbing Code Committee.

Note that every section of Chapter 1 of this code is designated as the responsibility of the Administrative Code Development Committee, and that committee is part of the Group B portion of the hearings. This committee will hold its code development hearing in 2013 to consider all code change proposals for Chapter 1 of this code and proposals for Chapter 1 of all I-Codes except the *International Residential Code* and *ICC Performance Code*. Therefore, any proposals received for Chapter 1 of this code will be assigned to the Administrative Code Development Committee for consideration in 2013.

It is very important that anyone submitting code change proposals understand which code development committee is responsible for the section of the code that is the subject of the code change proposal. For further information on the code development committee responsibilities, please visit the ICC web site at www.iccsafe.org/scoping.

Marginal Markings

Solid vertical lines in the margins within the body of the code indicate a technical change from the requirements of the previous edition. Deletion indicators in the form of an arrow (➡) are provided in the margin where an entire section, paragraph, exception or table has been deleted or an item in a list of items or a table has been deleted.

Italicized Terms

Selected terms set forth in Chapter 2, Definitions, are italicized where they appear in code text. Such terms are not italicized where the definition set forth in Chapter 2 does not impart the intended meaning in the use of the term. The terms selected have definitions which the user should read carefully to facilitate better understanding of the code.

EFFECTIVE USE OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

The *International Property Maintenance Code* (IPMC) is a model code that regulates the minimum maintenance requirements for existing buildings.

The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

Arrangement and Format of the 2009 IPMC

Before applying the requirements of the IPMC it is beneficial to understand its arrangement and format. The IPMC, like other codes published by ICC, is arranged and organized to follow sequential steps that generally occur during an inspection. The IPMC is divided into eight different parts:

Chapters	Subjects
1	Administration
2	Definitions
3	General Requirements
4	Light, Ventilation and Occupancy Limitations
5	Plumbing Facilities and Fixture Requirements
6	Mechanical and Electrical Requirements
7	Fire Safety Requirements
8	Referenced Standards

The following is a chapter-by-chapter synopsis of the scope and intent of the provisions of the *International Property Maintenance Code*:

Chapter 1 Scope and Administration. This chapter contains provisions for the application, enforcement and administration of subsequent requirements of the code. In addition to establishing the scope of the code, Chapter 1 identifies which buildings and structures come under its purview. Chapter 1 is largely concerned with maintaining "due process of law" in enforcing the property maintenance criteria contained in the body of the code. Only through careful observation of the administrative provisions can the building official reasonably expect to demonstrate that "equal protection under the law" has been provided.

Chapter 2 Definitions. All terms that are defined in the code are listed alphabetically in Chapter 2. While a defined term may be used in one chapter or another, the meaning provided in Chapter 2 is applicable throughout the code.

Where understanding of a term's definition is especially key to or necessary for understanding of a particular code provision, the term is shown in italics wherever it appears in the code. This is true only for those terms that have a meaning that is unique to the code. In other words, the generally understood meaning of a term or phrase might not be sufficient or consistent with the meaning prescribed by the code; therefore, it is essential that the code-defined meaning be known.

Guidance regarding tense, gender and plurality of defined terms as well as guidance regarding terms not defined in this code is provided.

Chapter 3 General Requirements. Chapter 3, "General Requirements," is broad in scope. It includes a variety of requirements for the exterior property areas as well as the interior and exterior elements of the structure. This chapter provides requirements that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building's structural and weather-resistance performance. Chapter 3 provides specific criteria for regulating the installation and maintenance of specific building components; maintenance requirements for vacant structures and land; requirements regulating the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; vehicle storage regulations and establishes who is responsible for complying with the chapter's provisions. This chapter also contains the requirements for swimming pools, spas and hot tubs and the requirements for protective barriers and gates in these barriers. Chapter 3 establishes the responsible parties for exterminating insects and rodents, and maintaining sanitary conditions in all types of occupancies.

Chapter 4 Light, Ventilation and Occupancy Limitations. The purpose of Chapter 4 is to set forth these requirements in the code and to establish the minimum environment for occupiable and habitable buildings, by establishing the minimum criteria for light and ventilation and identifies occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding. This chapter also provides for alternative arrangements of windows and other devices to comply with the requirements for light and ventilation and prohibits certain room arrangements and occupancy uses.

Chapter 5 Plumbing Facilities and Fixture Requirements. Chapter 5 establishes the minimum criteria for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal system and related plumbing fixtures.

Sanitary and clean conditions in occupied buildings are dependent upon certain basic plumbing principles, including providing potable water to a building, providing the basic fixtures to effectively utilize that water and properly removing waste from the building. Chapter 5 establishes the minimum criteria to verify that these principles are maintained throughout the life of a building.

Chapter 6 Mechanical and Electrical Requirements. The purpose of Chapter 6 is to establish minimum performance requirements for heating, electrical and mechanical facilities and to establish minimum standards for the safety of these facilities.

This chapter establishes minimum criteria for the installation and maintenance of the following: heating and air-conditioning equipment, appliances and their supporting systems; water-heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumb-waiters.

Chapter 7 Fire Safety Requirements. The purpose of Chapter 7 is to address those fire hazards that arise as the result of a building's occupancy. It also provides minimum requirements for fire safety issues that are most likely to arise in older buildings.

This chapter contains requirements for means of egress in existing buildings, including path of travel, required egress width, means of egress doors and emergency escape openings.

Chapter 7 establishes the minimum requirements for fire safety facilities and fire protection systems, as these are essential fire safety systems.

Chapter 8 Referenced Standards. The code contains numerous references to standards that are used to regulate materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in the code. The standards are part of the code to the extent of the reference to the standard. Compliance with the referenced standard is necessary for compliance with this code. By providing specifically adopted standards, the construction and installation requirements necessary for compliance with the code can be readily determined. The basis for code compliance is, therefore, established and available on an equal basis to the code official, contractor, designer and owner.

Chapter 8 is organized in a manner that makes it easy to locate specific standards. It lists all of the referenced standards, alphabetically, by acronym of the promulgating agency of the standard. Each agency's standards are then listed in either alphabetical or numeric order based upon the standard identification. The list also contains the title of the standard; the edition (date) of the standard referenced; any addenda included as part of the ICC adoption; and the section or sections of this code that reference the standard.

LEGISLATION

The *International Codes* are designed and promulgated to be adopted by reference by legislative action. Jurisdictions wishing to adopt the 2012 *International Property Maintenance Code* as an enforceable regulation governing existing structures and premises should ensure that certain factual information is included in the adopting legislation at the time adoption is being considered by the appropriate governmental body. The following sample adoption legislation addresses several key elements, including the information required for insertion into the code text.

SAMPLE LEGISLATION FOR ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE ORDINANCE NO. _____

A[N] [ORDINANCE/STATUTE/REGULATION] of the [JURISDICTION] adopting the 2012 edition of the *International Property Maintenance Code*, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the [JURISDICTION]; providing for the issuance of permits and collection of fees therefor; repealing [ORDINANCE/STATUTE/REGULATION] No. _____ of the [JURISDICTION] and all other ordinances or parts of laws in conflict therewith.

The [GOVERNING BODY] of the [JURISDICTION] does ordain as follows:

Section 1. That a certain document, three (3) copies of which are on file in the office of the [TITLE OF JURISDICTION'S KEEPER OF RECORDS] of [NAME OF JURISDICTION], being marked and designated as the *International Property Maintenance Code*, 2012 edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the [JURISDICTION], in the State of [STATE NAME] for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the [JURISDICTION] are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. The following sections are hereby revised:

Section 101.1. Insert: [NAME OF JURISDICTION]

Section 103.5. Insert: [APPROPRIATE SCHEDULE]

Section 112.4. Insert: [DOLLAR AMOUNT IN TWO LOCATIONS]

Section 302.4. Insert: [HEIGHT IN INCHES]

Section 304.14. Insert: [DATES IN TWO LOCATIONS]

Section 602.3. Insert: [DATES IN TWO LOCATIONS]

Section 602.4. Insert: [DATES IN TWO LOCATIONS]

Section 3. That [ORDINANCE/STATUTE/REGULATION] No. _____ of [JURISDICTION] entitled [FILL IN HERE THE COMPLETE TITLE OF THE LEGISLATION OR LAWS IN EFFECT AT THE PRESENT TIME SO THAT THEY WILL BE REPEALED BY DEFINITE MENTION] and all other ordinances or parts of laws in conflict herewith are hereby repealed.

Section 4. That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The [GOVERNING BODY] hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. That nothing in this legislation or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired

or existing, under any act or ordinance hereby repealed as cited in Section 3 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Section 6. That the [JURISDICTION'S KEEPER OF RECORDS] is hereby ordered and directed to cause this legislation to be published. (An additional provision may be required to direct the number of times the legislation is to be published and to specify that it is to be in a newspaper in general circulation. Posting may also be required.)

Section 7. That this law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect [TIME PERIOD] from and after the date of its final passage and adoption.

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CHAPTER 1

SCOPE AND ADMINISTRATION

PART 1 — SCOPE AND APPLICATION

SECTION 101 GENERAL

[A] **101.1 Title.** These regulations shall be known as the *International Property Maintenance Code* of [NAME OF JURISDICTION], hereinafter referred to as "this code."

[A] **101.2 Scope.** The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of *owners*, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

[A] **101.3 Intent.** This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

[A] **101.4 Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102 APPLICABILITY

[A] **102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

[A] **102.2 Maintenance.** Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or *premises* was constructed, altered or repaired shall be maintained in good working order. No *owner*, *operator* or *occupant* shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as other-

wise specified herein, the *owner* or the *owner's* designated agent shall be responsible for the maintenance of buildings, structures and *premises*.

[A] **102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Energy Conservation Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Residential Code*, *International Plumbing Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

[A] **102.4 Existing remedies.** The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

[A] **102.5 Workmanship.** Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's instructions.

[A] **102.6 Historic buildings.** The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

[A] **102.7 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] **102.7.1 Conflicts.** Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] **102.7.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] **102.8 Requirements not covered by code.** Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] **102.9 Application of references.** References to chapter or section numbers, or to provisions not specifically identi-

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fied by number, shall be construed to refer to such chapter, section or provision of this code.

[A] 102.10 **Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 — ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

[A] 103.1 **General.** The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the *code official*.

[A] 103.2 **Appointment.** The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

[A] 103.3 **Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the *code official*.

[A] 103.4 **Liability.** The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] 103.5 **Fees.** The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

[JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]

SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

[A] 104.1 **General.** The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] 104.2 **Inspections.** The *code official* shall make all of the required inspections, or shall accept reports of inspection by

approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

[A] 104.3 **Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the structure or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such structure or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner* or other person having charge or control of the structure or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

[A] 104.4 **Identification.** The *code official* shall carry proper identification when inspecting structures or *premises* in the performance of duties under this code.

[A] 104.5 **Notices and orders.** The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] 104.6 **Department records.** The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 105 APPROVAL

[A] 105.1 **Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* representative, provided the *code official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] 105.2 **Alternative materials, methods and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

[A] **105.3 Required testing.** Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

[A] **105.3.1 Test methods.** Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved* agency.

[A] **105.3.2 Test reports.** Reports of tests shall be retained by the *code official* for the period required for retention of public records.

[A] **105.4 Used material and equipment.** The use of used materials which meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and *approved* by the *code official*.

[A] **105.5 Approved materials and equipment.** Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] **105.6 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

SECTION 106 VIOLATIONS

[A] **106.1 Unlawful acts.** It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] **106.2 Notice of violation.** The *code official* shall serve a notice of violation or order in accordance with Section 107.

[A] **106.3 Prosecution of violation.** Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] **106.4 Violation penalties.** Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a vio-

lation continues after due notice has been served shall be deemed a separate offense.

[A] **106.5 Abatement of violation.** The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, structure or *premises*, or to stop an illegal act, conduct, business or utilization of the building, structure or *premises*.

SECTION 107 NOTICES AND ORDERS

[A] **107.1 Notice to person responsible.** Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

[A] **107.2 Form.** Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.
5. Inform the property *owner* of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

[A] **107.3 Method of service.** Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

[A] **107.4 Unauthorized tampering.** Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

[A] **107.5 Penalties.** Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

[A] **107.6 Transfer of ownership.** It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the

SCOPE AND ADMINISTRATION

provisions of the compliance order or notice of violation have been complied with, or until such *owner* shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

[A] 108.1 General. When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

[A] 108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[A] 108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

[A] 108.1.3 Structure unfit for human occupancy. A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

[A] 108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

[A] 108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction

as related to the requirements for existing buildings.

2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel con-

nections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.

11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

[A] **108.2 Closing of vacant structures.** If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

[A] **108.2.1 Authority to disconnect service utilities.** The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner* or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

[A] **108.3 Notice.** Whenever the *code official* has *condemned* a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner* or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the *condemned* equipment. The notice shall be in the form prescribed in Section 107.2.

[A] **108.4 Placarding.** Upon failure of the *owner* or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

[A] **108.4.1 Placard removal.** The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who

defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

[A] **108.5 Prohibited occupancy.** Any occupied structure *condemned* and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or any person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

[A] **108.6 Abatement methods.** The *owner*, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

[A] **108.7 Record.** The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

SECTION 109 EMERGENCY MEASURES

[A] **109.1 Imminent danger.** When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

[A] **109.2 Temporary safeguards.** Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

[A] **109.3 Closing streets.** When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

[A] **109.4 Emergency repairs.** For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

[A] **109.5 Costs of emergency repairs.** Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* where the unsafe structure is or was located for the recovery of such costs.

[A] **109.6 Hearing.** Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 110 DEMOLITION

[A] **110.1 General.** The *code official* shall order the *owner* of any *premises* upon which is located any structure, which in the *code official* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

[A] **110.2 Notices and orders.** All notices and orders shall comply with Section 107.

[A] **110.3 Failure to comply.** If the *owner* of a *premises* fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] **110.4 Salvage materials.** When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 111 MEANS OF APPEAL

[A] **111.1 Application for appeal.** Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

[A] **111.2 Membership of board.** The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

[A] **111.2.1 Alternate members.** The chief appointing authority shall appoint a minimum of two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

[A] **111.2.2 Chairman.** The board shall annually select one of its members to serve as chairman.

[A] **111.2.3 Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.

[A] **111.2.4 Secretary.** The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.

[A] **111.2.5 Compensation of members.** Compensation of members shall be determined by law.

[A] **111.3 Notice of meeting.** The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

[A] **111.4 Open hearing.** All hearings before the board shall be open to the public. The appellant, the appellant's representative, the *code official* and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of two-thirds of the board membership.

[A] **111.4.1 Procedure.** The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

[A] **111.5 Postponed hearing.** When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

[A] **111.6 Board decision.** The board shall modify or reverse the decision of the *code official* only by a concurring vote of a majority of the total number of appointed board members.

[A] **111.6.1 Records and copies.** The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the *code official*.

[A] **111.6.2 Administration.** The *code official* shall take immediate action in accordance with the decision of the board.

[A] **111.7 Court review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

[A] **111.8 Stays of enforcement.** Appeals of notice and orders (other than *Imminent Danger* notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

SECTION 112 STOP WORK ORDER

[A] **112.1 Authority.** Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

[A] **112.2 Issuance.** A stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

[A] **112.3 Emergencies.** Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

[A] **112.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.

CHAPTER 2

DEFINITIONS

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code*, *International Residential Code*, *International Zoning Code* or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words "*dwelling unit*," "*dwelling*," "*premises*," "*building*," "*rooming house*," "*rooming unit*," "*housekeeping unit*" or "*story*" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 202 GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

[A] APPROVED. *Approved by the code official.*

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

[A] CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for *occupancy*.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[B] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

[Z] EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner(s)* of the property. The *easement* shall be permitted to be for use under, on or above a said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

[B] GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

[B] HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. *Bathrooms*, *toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or *premises* of insects, rats, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

[A] LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

DEFINITIONS

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or *structure*.

[A] OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or *premises* which is let or offered for *occupancy*.

[A] OWNER. Any person, agent, *operator*, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

[A] PREMISES. A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

[A] PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard trimmings*, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

[B] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for liv-

ing, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

[A] STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

[M] VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

[Z] YARD. An open space on the same lot with a structure.

CHAPTER 3

GENERAL REQUIREMENTS

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy *premises* which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* which they occupy and control.

301.3 Vacant structures and land. All vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. All *exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* which such *occupant* occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. All *premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. All *premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of [JURISDICTION TO INSERT HEIGHT IN INCHES]. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of viola-

tion, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

302.5 Rodent harborage. All structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes which will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another *tenant*.

302.7 Accessory structures. All accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any *premises*, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is a minimum of 54 inches (1372 mm) above the bottom of the gate,

GENERAL REQUIREMENTS

the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

SECTION 304 EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including *guards* and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

[F] 304.3 Premises identification. Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members. All structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. During the period from [DATE] to [DATE], every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation

areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for *dwelling units*, room units or *housekeeping units* shall be provided with devices designed to provide security for the *occupants* and property within.

304.18.1 Doors. Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. *Basement* hatchways that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates. All exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305 INTERIOR STRUCTURE

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound

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and in a sanitary condition. *Occupants* shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every *owner* of a structure containing a *rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units* or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior property*.

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

305.2 Structural members. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened

and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306 COMPONENT SERVICEABILITY

306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:

- 1.1. Collapse of footing or foundation system;
- 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
- 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
- 1.4. Inadequate soil as determined by a geotechnical investigation;
- 1.5. Where the allowable bearing capacity of the soil is in doubt; or
- 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.

2. Concrete that has been subjected to any of the following conditions:

- 2.1. *Deterioration*;
- 2.2. *Ultimate deformation*;
- 2.3. Fractures;
- 2.4. Fissures;
- 2.5. Spalling;
- 2.6. Exposed reinforcement; or
- 2.7. *Detached*, dislodged or failing connections.

3. Aluminum that has been subjected to any of the following conditions:

- 3.1. *Deterioration*;
- 3.2. Corrosion;
- 3.3. Elastic deformation;
- 3.4. *Ultimate deformation*;
- 3.5. Stress or strain cracks;
- 3.6. Joint fatigue; or
- 3.7. *Detached*, dislodged or failing connections.

4. Masonry that has been subjected to any of the following conditions:
 - 4.1. *Deterioration*;
 - 4.2. *Ultimate deformation*;
 - 4.3. Fractures in masonry or mortar joints;
 - 4.4. Fissures in masonry or mortar joints;
 - 4.5. Spalling;
 - 4.6. Exposed reinforcement; or
 - 4.7. *Detached*, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
 - 5.1. *Deterioration*;
 - 5.2. Elastic deformation;
 - 5.3. *Ultimate deformation*;
 - 5.4. Metal fatigue; or
 - 5.5. *Detached*, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
 - 6.1. *Ultimate deformation*;
 - 6.2. *Deterioration*;
 - 6.3. Damage from insects, rodents and other vermin;
 - 6.4. Fire damage beyond charring;
 - 6.5. Significant splits and checks;
 - 6.6. Horizontal shear cracks;
 - 6.7. Vertical shear cracks;
 - 6.8. Inadequate support;
 - 6.9. *Detached*, dislodged or failing connections; or
 - 6.10. Excessive cutting and notching.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

SECTION 307 HANDRAILS AND GUARDRAILS

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall not be less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall not be less than 30 inches (762 mm) in height

above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: *Guards* shall not be required where exempted by the adopted building code.

SECTION 308 RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage. All *exterior property* and *premises*, and the interior of every structure, shall be free from any accumulation of *rubbish* or garbage.

308.2 Disposal of rubbish. Every *occupant* of a structure shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

308.2.1 Rubbish storage facilities. The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish*.

308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

308.3 Disposal of garbage. Every *occupant* of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

308.3.1 Garbage facilities. The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit*; an *approved* incinerator unit in the structure available to the *occupants* in each *dwelling unit*; or an *approved* leakproof, covered, outside garbage container.

308.3.2 Containers. The *operator* of every establishment producing garbage shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal.

SECTION 309 PEST ELIMINATION

309.1 Infestation. All structures shall be kept free from insect and rodent *infestation*. All structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The *owner* of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant. The *occupant* of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the *premises*.

309.4 Multiple occupancy. The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a

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rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for pest elimination.

309.5 Occupant. The *occupant* of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the *infestations* are caused by defects in the structure, the *owner* shall be responsible for pest elimination.

CHAPTER 4

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a structure.

401.2 Responsibility. The *owner* of the structure shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code* shall be permitted.

SECTION 402 LIGHT

402.1 Habitable spaces. Every *habitable space* shall have at least one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 VENTILATION

403.1 Habitable spaces. Every *habitable space* shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and *labeled* condensing (ductless) clothes dryers.

SECTION 404 OCCUPANCY LIMITATIONS

404.1 Privacy. *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall be a minimum of 7 feet (2134 mm) in any

plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and *habitable basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced a minimum of 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over a minimum of one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain at least 120 square feet (11.2 m²) and every bedroom shall contain a minimum of 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain a minimum of 50 square feet (4.6 m²) of floor area for each occupant thereof.

404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

Exception: Units that contain fewer than two *bedrooms*.

404.4.3 Water closet accessibility. Every *bedroom* shall have access to at least one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to at least one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical

receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5
MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room ^{a, b}	120	120	150
Dining room ^{a, b}	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

For SI: 1 square foot = 0.093 m².

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. All sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three *occupants* shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and *ventilation* conforming to this code shall be provided.
3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 5

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The *owner* of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any structure or *premises* which does not comply with the requirements of this chapter.

SECTION 502 REQUIRED FACILITIES

[P] 502.1 Dwelling units. Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

[P] 502.2 Rooming houses. At least one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

[P] 502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten *occupants*.

[P] 502.4 Employees' facilities. A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

[P] 502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

[P] 502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

SECTION 503 TOILET ROOMS

[P] 503.1 Privacy. *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking

device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

[P] 503.2 Location. *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing a maximum of one flight of stairs and shall have access from a common hall or passageway.

[P] 503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located a maximum of one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

[P] 503.4 Floor surface. In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504 PLUMBING SYSTEMS AND FIXTURES

[P] 504.1 General. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

[P] 504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

[P] 504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 505 WATER SYSTEM

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

[P] **505.2 Contamination.** The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

SECTION 506 SANITARY DRAINAGE SYSTEM

[P] **506.1 General.** All plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

[P] **506.2 Maintenance.** Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

[P] **506.3 Grease interceptors.** Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. All records of maintenance, cleaning and repairs shall be available for inspection by the code official.

SECTION 507 STORM DRAINAGE

[P] **507.1 General.** Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

CHAPTER 6

MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* which does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603 MECHANICAL EQUIPMENT

603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances which are *labeled* for unvented operation.

603.3 Clearances. All required clearances to combustible materials shall be maintained.

603.4 Safety controls. All safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

MECHANICAL AND ELECTRICAL REQUIREMENTS

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated a maximum of 600 volts or less;
2. Busway, rated a maximum of 600 volts;
3. Panelboards, rated a maximum of 600 volts;
4. Switchboards, rated a maximum of 600 volts;
5. Fire pump controllers, rated a maximum of 600 voltss;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;

15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;
18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605 ELECTRICAL EQUIPMENT

605.1 Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

605.2 Receptacles. Every *habitable space* in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain at least one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires. Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain at least one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606 ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the

building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607 DUCT SYSTEMS

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

CHAPTER 7

FIRE SAFETY REQUIREMENTS

SECTION 701 GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

SECTION 702 MEANS OF EGRESS

[F] 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the *International Fire Code*.

[F] 702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

[F] 702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

[F] 702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703 FIRE-RESISTANCE RATINGS

[F] 703.1 Fire-resistance-rated assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

[F] 703.2 Opening protectives. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condi-

tion. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

SECTION 704 FIRE PROTECTION SYSTEMS

[F] 704.1 General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *International Fire Code*.

[F] 704.1.1 Automatic sprinkler systems. Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

[F] 704.2 Smoke alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Group R or I-1 occupancies, regardless of *occupant* load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of *bedrooms*.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* and cellars but not including crawl spaces and uninhabitable attics. In dwellings or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.3 Power source. In Group R or I-1 occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes.

[F] 704.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling unit* in Group R or I-1 occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one

FIRE SAFETY REQUIREMENTS

alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all *bedrooms* over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings which are not undergoing alterations, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available which could provide access for interconnection without the removal of interior finishes.

CHAPTER 8

REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.

ASME

American Society of Mechanical Engineers
Three Park Avenue
New York, NY 10016-5990

Standard reference number	Title	Referenced in code section number
A17.1/CSA B44—2007	Safety Code for Elevators and Escalators	606.1

ASTM

ASTM International
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959

Standard reference number	Title	Referenced in code section number
F 1346—91 (2003)	Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs	303.2

ICC

International Code Council
500 New Jersey Avenue, NW
6th Floor
Washington, DC 20001

Standard reference number	Title	Referenced in code section number
IBC—12	International Building Code®	102.3, 201.3, 401.3, 702.3
IEBC—12	International Existing Building Code®	305.1.1, 306.1.1
IFC—12	International Fire Code®	201.3, 604.3.1.1, 604.3.2.1, 702.1, 702.2, 704.1, 704.2
IFGC—12	International Fuel Gas Code®	102.3
IMC—12	International Mechanical Code®	102.3, 201.3
IPC—12	International Plumbing Code®	201.3, 505.1, 602.2, 602.3
IRC—12	International Residential Code®	201.3
IZC—12	International Zoning Code®	102.3, 201.3

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02269

Standard reference number	Title	Referenced in code section number
25—11	Inspection, Testing and Maintenance of Water-Based Fire Protection Systems	704.1.1
70—11	National Electrical Code	102.4, 201.3, 604.2

APPENDIX A

BOARDING STANDARD

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

A101 GENERAL

A101.1 General. All windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

A102 MATERIALS

A102.1 Boarding sheet material. Boarding sheet material shall be minimum $\frac{1}{2}$ -inch (12.7 mm) thick wood structural panels complying with the *International Building Code*.

A102.2 Boarding framing material. Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

A102.3 Boarding fasteners. Boarding fasteners shall be minimum $\frac{3}{8}$ -inch (9.5 mm) diameter carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

A103 INSTALLATION

A103.1 Boarding installation. The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

A103.2 Boarding sheet material. The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows. The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls. The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured

with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors. Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

A104 REFERENCED STANDARDS

IBC—12 International Building Code A102.1, A102.2, A102.3

APPENDIX A

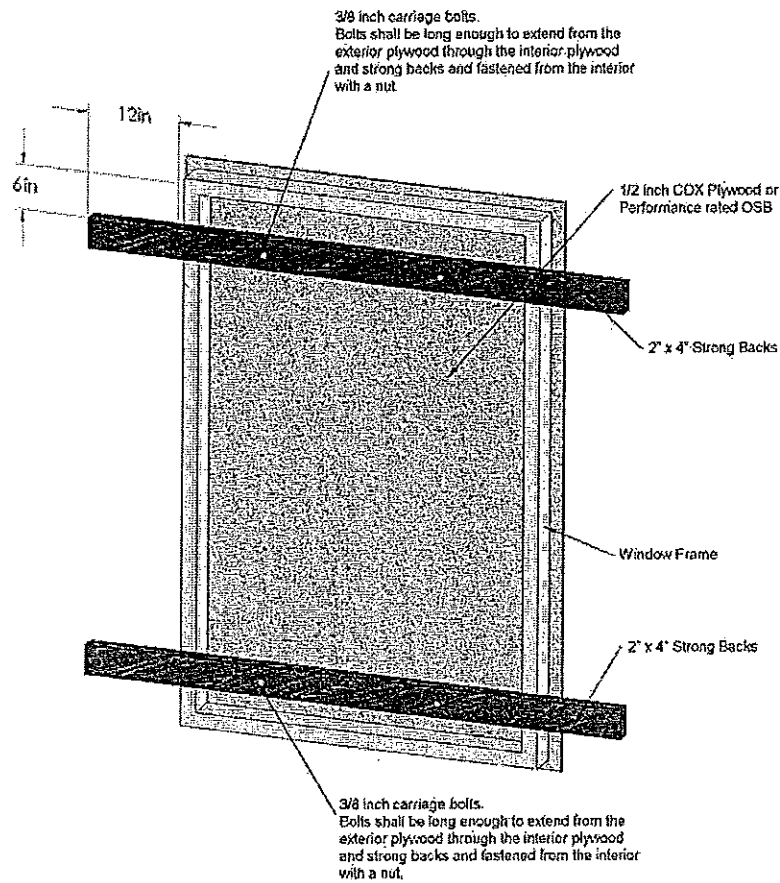


FIGURE A103.1(1)
BOARDING OF DOOR OR WINDOW

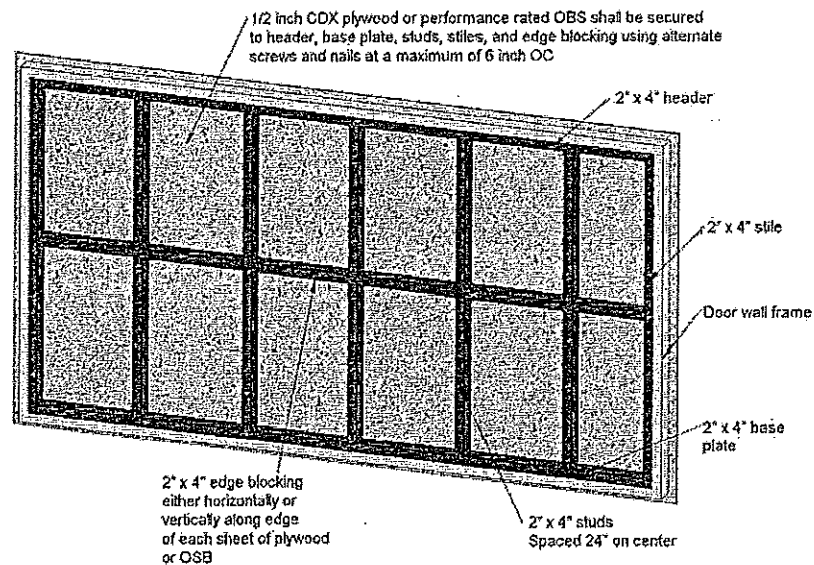


FIGURE A103.1(2)
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EDITORIAL CHANGES – SECOND PRINTING

Page 25, Section [F] 704.2: now reads . . .[F] **704.2 Smoke alarms.** Single- or multiple-station smoke alarms shall be installed and maintained in Group R or I-1 occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of *bedrooms*.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Page 25, Section [F] 704.3: lines 1 and 2 now reads . . .[F] **704.3 Power source.** In Group R or I-1 occupancies, single-station smoke alarms shall receive their primary power

Page 25, Section [F] 704.4: now reads . . .[F] **704.4 Interconnection.** Where more than one smoke alarm is required to be installed within an individual *dwelling unit* in Group R or I-1 occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.



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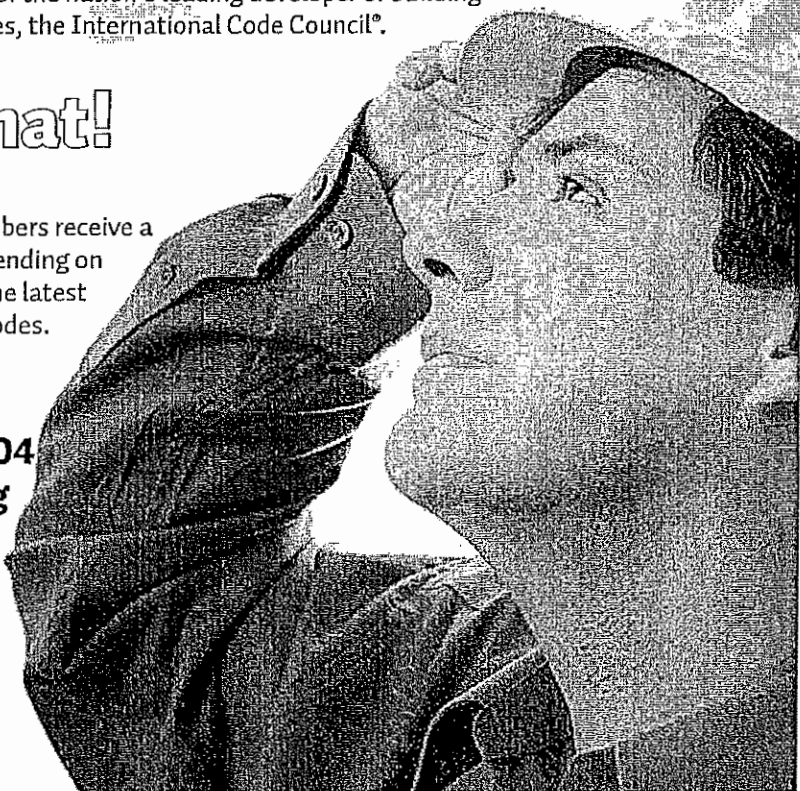
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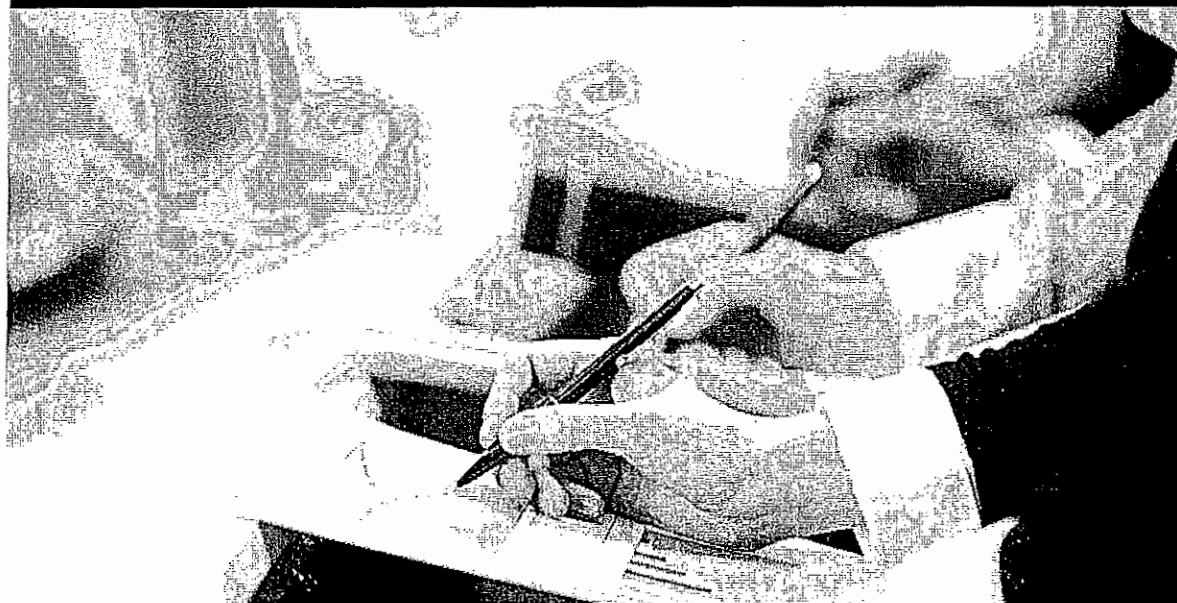
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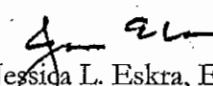
March 29, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE ADOPTING THE 2012 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES, BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE, AND THE DEMOLITION OF SUCH EXISTING STRUCTURES IN THE CITY OF SCRANTON; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; REPEALING SECTION 1 OF ORDINANCE NO. 37, 2014 OF THE CITY OF SCRANTON AND ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

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OFFICE OF CITY
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5E

RESOLUTION NO. _____

2018

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO FROM THE PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY/JUSTICE ASSISTANCE GRANT PROGRAM (PCCD JAG) IN THE AMOUNT OF \$150,000.00.

WHEREAS, the Scranton Police Department is desirous of obtaining funds from the Pennsylvania Commission on Crime and Delinquency/Justice Assistance Grant Program (PCCD JAG) in the amount of \$150,000.00 toward the purchase of a MEGGITT FATS 300LE virtual training system to be used by the Scranton Police Department and other local law enforcement agencies; this system will be used as part of a Use-of-Force Training Program. A copy of the Grant Application is attached hereto as Exhibit "A" and incorporated herein as if set forth at length; and

WHEREAS, the total cost of the Training System is \$158,903.51. The Scranton Police Department will provide an \$8,903.51 cash match to be used for equipment purchase, as well as an in kind match of personnel to instruct the program and a facility to house the program; and

WHEREAS, in addition the Scranton Police Department will contribute any and all personnel costs, system maintenance, and software updates associated with providing the training to both Scranton Police Officers and cooperating agencies on an on-going basis; and

WHEREAS, this system provides hands on training that helps the officer to better recognize threats, handle stress, de-escalate dangerous situations, and utilize use force in a manner that complies with the department's policies and procedures.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are hereby authorized to apply for and execute a Grant Application, and, if successful, a Grant Agreement, and any and all documents related thereto, and accept any funds awarded from the Pennsylvania Commission on Crime and Delinquency/Justice Assistance Grant Program (PCCD JAG).

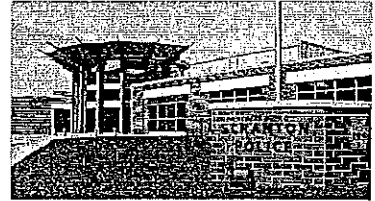
SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid, or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, Known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

**Police Department
Maggie Perry
Grant Manager**

Scranton Police Headquarters
100 South Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 558-8335
Fax: (570) 207-0412
mamclane@scrantonpa.gov



SCRANTON

April 2, 2018

Atty. Jessica Eskra
City of Scranton
340 North Washington Avenue
Scranton, Pa 18503

Re: SPD Grant Application

Atty. Eskra,

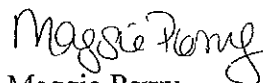
I respectfully request that you send legislation to City Council to apply for and execute the Scranton Police Department's application to the Pennsylvania Commission on Crime and Delinquency/Justice Assistance Grant program (PCCD JAG)

The purpose of this grant is to purchase a MEGGITT FATS 300LE virtual training system to be used by the Scranton Police Department and other local law enforcement agencies; this system will be used as part of a Use-of-Force Training Program. SPD is requesting \$150,000 from PCCD and will contribute \$8,904 for the purchase.

The application is attached including a Signature Page that must be submitted to PCCD by **May 2, 2018** in order to complete SPD's application.

If you have any questions or concerns please feel free to contact me at 558-8335.

Thank you,



Maggie Perry
Grant Manager

**Police Department
Superintendent of Police
Chief Carl Graziano**

**Scranton Police Headquarters
100 South Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4130
Fax: (570) 207-0413
E-mail: cgraziano@scrantonpa.gov**



**Be Part of
The Solution**

SCRANTON

March 27, 2018

PA Commission on Crime and Delinquency
Grants Management
P.O. Box 1167
Harrisburg, PA 17108-1167

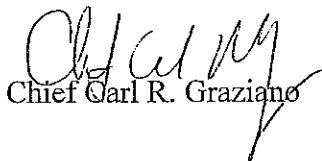
The Scranton Police Department is applying for \$150,000 in funding through the Pennsylvania Commission on Crime and Delinquency 2017/18 Justice Assistance Grant. This funding will be utilized to purchase a MEGGITT FATS 300LE Virtual Law Enforcement Training System to be used in a new Use-of-Force Training Program.

The cost of the Training System is \$158,903.51. The Scranton Police Department will provide an \$ 8,903.51 cash match to be used for equipment purchase as well as an in-kind match of personnel to instruct the program and a facility to house the program.

In addition the Scranton Police Department will contribute any and all personnel costs', system maintenance and software updates associated with providing the training to both Scranton Police officers and cooperating agencies on an on-going basis.

Thank you for your time and consideration.

Respectfully Submitted,


Chief Carl R. Graziano

11. IN WITNESS WHEREOF, the Applicant has caused this subgrant application to be executed, attested, and ensealed by its proper officials, pursuant to legal action authorizing the same to be done.

April 2, 2018
DATE
Maggie Perry
SIGNATURE OF ATTESTING OFFICER
Grant Manager
TITLE OF ATTESTING OFFICER

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

SOLICITOR
APPROVED:

CONTROLLER

Scranton City
NAME OF APPLICANT AGENCY
By: _____
Title: _____
By: _____
Title: _____
By: _____
Title: _____

NOTE: The original copy must be signed in ink.
Titles of all signatories must be inserted.

DISTRICT ATTORNEY
(VS applications only)

FOR PCCD USE ONLY

We certify that this application is approved and that a grant award has been received to pay the herein stated _____ funds.

PCCD Executive Director or designee

COMPTROLLER OPERATIONS
Approved as to form and legality:

COUNSEL TO PCCD

35-FA-1.1
OFFICE OF GENERAL COUNSEL

35-FA-1.1
DEPUTY ATTORNEY GENERAL

DATE

DATE

DATE

DATE

**PENNSYLVANIA COMMISSION ON CRIME
AND DELINQUENCY**

PCCD USE ONLY

Applicant Hereby Applies to the PCCD for Financial
Support for the Within-Described Project:

Receipt Date	Award Date	Subgrant Number(s)
3/27/2018		-- 28692

1. Type of Funds for which you are applying	Byrne Justice Assistance Grant Program (Federal 16.738 JAG)		
2. Applicant	Name Of Applicant: Scranton City		
	Federal ID: 24-6000704		County: Lackawanna
	Street Address Line 1: 340 North Washington Avenue		
	Address Line 2:		Address Line 3:
	City: Scranton	State: PA	Zip: 18503
3. Recipient Agency	Scranton City		
4. Project Director	Name: Chief Carl Graziano		Title: Chief of Police
	Agency:		
	Street Address Line 1: 340 North Washington Avenue		
	Address Line 2:		Address Line 3:
	City: Scranton	State: PA	Zip: 18503
5. Financial Officer	Name: Mrs Maggie Perry		Title: Grant Manager
	Agency: City of Scranton		
	Street Address Line 1: 340 N. Washington Avenue		
	Address Line 2:		Address Line 3:
	City: Scranton	State: PA	Zip: 18503
6. Contact	Name: Mrs Maggie Perry		Title: Grant Manager
	Agency: City of Scranton		
	Street Address Line 1: 340 N. Washington Avenue		
	Address Line 2:		Address Line 3:
	City: Scranton	State: PA	Zip: 18503
7. Brief Summary of Project	Short Title (May not exceed 50 characters)		
	Use-of-Force Training for Law Enforcement		
	(Do Not Exceed Space Provided)		
	The Scranton Police Department (SPD) is requesting \$150,000 is funding to implement a new Use-of-Force Training Program utilizing the MEGGITT FATS 300 LE virtual training. The proposed project aligns with PCCD Strategic Framework by achieving:-Goal I- Objective 2.		

8. Subgrant Budget TOTAL BUDGET BY CATEGORY

BUDGET CATEGORY	AMOUNT
PERSONNEL	4,290.00
EMPLOYEE BENEFITS	0.00
TRAVEL (INCLUDING TRAINING)	0.00
EQUIPMENT	158,904.00
SUPPLIES & OPERATING EXPENSES	0.00
CONSULTANTS	0.00
CONSTRUCTION	0.00
OTHER	0.00
TOTAL	163,194.00

9. TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	150,000.00	92%
STATE	0.00	
PROJECT INCOME	0.00	
INTEREST	0.00	
STATE MATCH	0.00	
CASH MATCH (NEW APPROP.)	8,904.00	5%
IN-KIND MATCH	4,290.00	3%
PROJECT INCOME MATCH	0.00	
TOTAL	163,194.00	100%

10. Project Start Date: 10/1/2018

Project End Date: 9/30/2019

SUBGRANT: 28692

Short Title: Use-of-Force Training for Law Enforcement

14. IN WITNESS WHEREOF, the Applicant has caused this subgrant application to be executed, attested, and ensealed by its proper officials, pursuant to legal action authorizing the same to be done.

DATE

SIGNATURE OF ATTESTING OFFICER

TITLE OF ATTESTING OFFICER

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

SOLICITOR
APPROVED:

CONTROLLER

Scranton City

NAME OF APPLICANT AGENCY
By: _____
Title: _____
By: _____
Title: _____
By: _____
Title: _____

NOTE: The original copy must be signed in ink.
Titles of all signatories must be inserted.

DISTRICT ATTORNEY
(VS applications only)

FOR PCCD USE ONLY

We certify that this application is approved and that a grant award has been received to pay the herein stated _____ funds.

PCCD Executive Director or designee

COMPTROLLER OPERATIONS

DATE

DATE

Approved as to form and legality:

COUNSEL TO PCCD

35-FA-1.1
OFFICE OF GENERAL COUNSEL

35-FA-1.1
DEPUTY ATTORNEY GENERAL

DATE

DATE

DATE

11. BUDGET DETAILS**A. AGENCY BUDGETS**

BY RECIPIENT AGENCY	YEAR 1	TOTAL
Scranton City	163,194.00	163,194.00
Total:	163,194.00	163,194.00

Recipient Agency: Scranton City

BY CATEGORY	YEAR 1	TOTAL
PERSONNEL	4,290.00	4,290.00
EMPLOYEE BENEFITS	0.00	0.00
TRAVEL (INCLUDING TRAINING)	0.00	0.00
EQUIPMENT	158,904.00	158,904.00
SUPPLIES & OPERATING EXPENSES	0.00	0.00
CONSULTANTS	0.00	0.00
CONSTRUCTION	0.00	0.00
OTHER	0.00	0.00
Total:	163,194.00	163,194.00

Applicant Agency: Scranton City

BY SOURCE	YEAR 1	TOTAL
FEDERAL	150,000.00	150,000.00
STATE	0.00	0.00
PROJECT INCOME	0.00	0.00
INTEREST	0.00	0.00
STATE MATCH	0.00	0.00
CASH MATCH (NEW APPROP.)	8,904.00	8,904.00
IN-KIND MATCH	4,290.00	4,290.00
PROJECT INCOME MATCH	0.00	0.00
Total:	163,194.00	163,194.00

11. BUDGET DETAILS**A. AGENCY BUDGETS**

Line Item Details for: Scranton City

YEAR 1**PERSONNEL**

Justification: SPD will provide 3 officers to under go Instructor Training for the MEGGITT FATS 300LE system. The Instructor Training is estimated at 40 hours, the hourly rate associated to the officers is \$35.75.
 The total cost for Instructor Training is \$4,290 which will be contributed through match by SPD.
 SPD will also contribute all personnel costs associated with proposed Use-of-Force Training Program all SPD officers and cooperating agencies.

COST

Position: Instructor Training
Name: Training Personnel

# Budgeted Hours / Week	# Weeks	Hourly Pay Rate	
40	x 1	x 35.75	1,430.00
Standard working hours per week: 40.0 hrs.		% Budgeted Hours: 100	

Position: Instructor Training (2)
Name: Training Personnel (2)

# Budgeted Hours / Week	# Weeks	Hourly Pay Rate	
40	x 1	x 35.75	1,430.00
Standard working hours per week: 40.0 hrs.		% Budgeted Hours: 100	

Position: Instructor Training (3)
Name: Training Personnel (3)

# Budgeted Hours / Week	# Weeks	Hourly Pay Rate	
40	x 1	x 35.75	1,430.00
Standard working hours per week: 40.0 hrs.		% Budgeted Hours: 100	

Personnel - Year 1 Total: 4,290.00

EMPLOYEE BENEFITS**COST**

Position:
Name:

0.00

Employee Benefits - Year 1 Total: 0.00

11. BUDGET DETAILS**A. AGENCY BUDGETS**

Line Item Details for: Scranton City

TRAVEL (INCLUDING TRAINING)

	<u>COST</u>
Purpose of Travel:	
Location:	
Item:	0.00
<hr/>	
Travel (Including Training) - Year 1 Total:	0.00

EQUIPMENT

Justification: The total cost of the equipment is \$158,903.51.
 \$150,000 in grant funds will be utilized for this purchase. The remaining \$8,903.51 will be provided by the Scranton Police Department

			<u>COST</u>
Item:	MEGGITT FATS 300LE		
	Total Unit Cost per item	Quantity	% Applied to Grant
	158,903.51	x 1	x 100.00
			158,904.00

SUPPLIES & OPERATING EXPENSES

	<u>COST</u>
Supply Item:	0.00
<hr/>	
Supplies & Operating Expenses - Year 1 Total:	0.00

CONSULTANTS - CONSULTANT

	<u>COST</u>
Name / Position:	
Service Provided:	0.00
<hr/>	
Consultants - Consultant - Year 1 Total:	0.00

11. BUDGET DETAILS**A. AGENCY BUDGETS**

Line Item Details for: Scranton City

CONSULTANTS - TRAVEL

	<u>COST</u>
Consultant:	
Location:	
Item:	
	0.00
<hr/>	
Consultants - Travel - Year 1 Total:	0.00

CONSULTANTS - PRODUCT/SERVICE

	<u>COST</u>
Consultant:	
Item:	
	0.00
<hr/>	
Consultants - Product/Service - Year 1 Total:	0.00

OTHER

	<u>COST</u>
Description:	
	0.00
<hr/>	
Other - Year 1 Total:	0.00

YEAR 1 TOTAL: 163,194.00

12. SECTIONS:**A. Impact / Outcomes Single JAG**

Impact/Outcomes – (Maximum 15 points; length is limited to 5,000 characters; approximately one printed page)

1. Describe how the proposed project will be measured; i.e., short-term and long-term outcomes, data collection and analysis, etc. Describe the alignment of the project with existing best practices or programs, and provide citations as applicable. What is your expected project impact? Describe any next steps you see your results having on the **local collaborative planning process**.

An Outcome Evaluation will be performed by Maggie Perry- Grant Manager. She will examine how much change the program produced by tracking officer satisfaction through pre and post training surveys, comparing number and outcome of use-of-force incidents before training was implemented and after, and by tracking the number of partnering agencies and community members participating in the program.

IMPACT / OUTCOMES SINGLE JAG related attachments:

File Name:

✂ Logic Model.docx

File Description:

Logic Model

12. SECTIONS:**B. Executive Summary - Single JAG**

Executive Summary - (length is limited to 5,000 characters; approximately one printed page)

1.

This section must identify the PCCD Objective under which you are applying; identify the Activity for which you will apply from within your selected objective; applicant entity's name; project title; and the total dollar amount requested. Briefly state your project goals, major deliverables, *whether your proposed project fulfills any objective(s) within a local collaborative planning process, your anticipated impact/outcomes, and overview of the applicant agency.*

Attachment (see link below) included as template for reference only related to Objectives/Activities.

Applicant: Scranton Police Department

Project Title: Use-of-Force Virtual Simulation Training

Amount Requested: \$150,000

PCC Objective: Goal I: To make communities safe through collaboration and targeted investments.

Objective 2: Provide law enforcement with the appropriate tools and training to assist them in combating and preventing crime

Activity: Support the use of technology that law enforcement can use to track crime and target prevention efforts.

Support training programs connected to the intersection of behavioral health

The Scranton Police Department is requesting funding to implement a new Use-of-Force Virtual Training Program utilizing the MEGGITT FATS 300LE.

The project goals are:

(1) Utilize technology to target prevention efforts and improve officer performance

Objective: all Scranton Police Department sworn officers will undergo virtual simulation use-of-force training that focuses on the de-escalation of dangerous situations and utilization of force in a manner that complies with best practices

(2) Utilize technology to help law enforcement foster a positive relationship with the community they serve.

Objective: open the simulation training to members of the community to enhance transparency by allowing the public first-hand experience on how law enforcement officers are trained

Anticipated Impact: Better trained officers who are prepared for dangerous encounters that may require use-of-force, specifically with individuals suffering from mental/behavior health issues, while simultaneously building trust with the community.

12. SECTIONS:

C. Statement of Problem Single JAG

Statement of Problem (Maximum 20 points; length is limited to 15,000 characters; approximately three printed pages)

1. Applicants are expected to outline proposals that will clearly offer services or programming that will advance the selected Activity within the selected Objective. Describe the problem that your project will address. Supporting data and facts must be provided, and be specific to your project and relevant to the problem and your proposed request.

Note: If using a strategic plan or collaborative planning effort not developed by the applicant, describe how your proposal for these funds will help the local planning board achieve its objective(s).

Recent events have demonstrated a rift in the relationships between local police and the communities they protect and serve. The riots that took place in cities like Ferguson and Baltimore in recent years are not isolated incidents but rather examples of the breakdown of trust in law enforcement. Despite many advances in policing, "Gallup polls show the public's confidence in police work has remained flat and among some populations of color, confidence has declined" (President's Task Force on 20th Century Policing). This decline can partly be blamed on frequent occurrence of use of force incidents throughout the country. In order to regain public trust, law enforcement agencies need to establish a culture of transparency, as well as, ensure that their officers are receiving the best available training. The problem that law enforcement agencies struggle to address is how to simultaneously build trust with the community while also ensuring that the officers are prepared for dangerous encounters that may require use of force.

The Scranton Police Department (SPD) proposes a solution to that problem by implementing a new training program focused around the Meggitt's Firearms Training System (FATS) – an immersive virtual training system. The FATS simulation training consists of five borderless flat screens spanning five of the six sides of a hexagon, bringing 300° field of view to the user. Five digital cameras interface directly to the screen providing realistic engaging training. Hundreds of scenarios currently exist in the system, each relating to realistic use of force situations that may be encountered by police. This system provides hands on training that helps the officer to better recognize threats, handle stress, de-escalate dangerous situations and utilize use force in a manner that complies with the department's policies and procedures. This training program will address Goal 1-Objective 2 in the PCCD Strategic Framework by utilizing technology to target prevention efforts while also improving relationships between the community and law enforcement. Traditional training methods typically start off in a classrooms setting and teach officers about the laws and policies pertaining to the application of force. The practical application scenarios then take place in low-stress, controlled environments such as a shooting range- which is how SPD officers are currently trained. However, this static environment doesn't adequately prepare officers for what they will face in the field. With the gradual escalation in both frequency and severity of use of force encounters around the country, police agencies have been putting even more emphasis on the quality of training provided to the officers. The focus of police training is shifting from simple "shoot/don't shoot" scenarios using targets at a shooting range to training that includes a full spectrum of responsibilities officers face on a daily basis.

"Empirical studies consistently demonstrate that simulation training is an effective means of teaching individuals both motor and cognitive skills and has been used successfully for training of military and aviation personnel, as well as law enforcement" (Bennell, 18). Mastering specific skills is a crucial component of any training regime, but the ability to apply those skills appropriately under stressful conditions is viewed as equally critical. Modern computerized use of force simulators expose police officers to highly realistic and interactive scenarios whereby they can learn appropriate responses using a full range of options including lethal and non-lethal measures with an emphasis on de-escalation. These simulators have allowed use of force training to move beyond the point of simply mastering specific skills; the focus is shifting to teaching police officers the appropriate applications of these skills under field-compatible conditions.

"Military research has found that, while students typically retain only 50% of instructional content based on simple handouts and visual aids, engaging trainees in realistic practice of required skills has the potential to increase retention rates to 90%" (California Assembly Concurrent resolution 58 Study Committee). As applied to use of force scenarios, it is critical that police training not only optimize retention rates for individual skills, but also permit practice in the co-ordination of multiple skill sets. For instance, the officers must "learn to accurately manipulate weaponry while concurrently surveying the environment for cues to moderate appropriate levels of force" (Barnell, 21). It is important that law enforcement training has a holistic approach because officers are simultaneously required to employ complex decision-making strategies in addition to their procedural skills. When evaluating the necessity to apply a given degree of force the officer must invariably consider an array of situation factors; the FATS simulation training helps prepare for those scenarios.

Another issue facing law enforcement is that they are the first responders during incidents involving individuals with mental or behavior health problems; in

12. SECTIONS:

2017 “one hundred eighty individuals suffering from behavioral/mental health issues died in a law enforcement confrontation” (Hoffman). It is crucial to equip law enforcement to properly recognize and handle individuals with mental and behavioral health issues. Using virtual simulation training on a regular basis is a proven method in helping officers prepare for these encounters which all too often require some element force.

The virtual simulation trainings are also used to engage the community as partners in the fight against crime and provide a better understanding of the challenges law enforcement face. The Atlanta Police Department invited Reverend Markel Hutchins, an Atlanta Civil Rights activist who has been vocal about police brutality, to do a series of police training exercises in April 2015. “The training sensitized me in a way that no other effort could have...if we are going to have an advocacy community that demands accountability among law enforcement we’ve got to be reasonable and understand the process”, Rev. Hutchins stated after completing the exercises (Bello). Allowing the community to participate in simulation trainings is a great way to engage the community and encourage on-going communication about how encounters with the police can escalate and what both sides can do to avoid use of force incidents. The community participation in the training program will help foster a more positive relationship with law enforcement.

The proposed training program will be based on a mechanism that according to research provides law enforcement the best possible training available while also acting as an olive branch to build trust within the community. Currently, there is no training like the proposed program available for law enforcement in Eastern Pennsylvania. The Scranton Police Department would solve that problem by offering the Use-of-Force Training Program at the SPD Training Facility year round to any law enforcement agency wanting to participate, making this system a regional asset.

12. SECTIONS:**D. Collaborative Planning**

Collaborative Planning - (length is limited to 5,000 characters; approximately one printed page). In this section Applicants are required to describe how their proposed project aligns with local collaborative and/or strategic planning efforts. Attach the following items as applicable:

- The local planning board's Strategic Plan.
- Letters of Commitment to participate from any entity that will work with you, partner with you, or be involved in the project you propose.
- Letters of Support from the *requisite local planning body*.
- Letters indicating General Support for your proposal.
- *Local planning body meeting minutes that include reference to the need for the project.*
- Other documentation that demonstrates that the project will address issues that had been identified through collaborative and/or strategic planning efforts.

1. Please use the field below to describe how your project aligns with the local collaboration planning process.

Strategic/Collaborative Planning – In order to leverage the importance of collaborative planning in all system improvement efforts, applicants that document how their project will address issues identified through collaborative and/or strategic planning efforts will receive **preference**. In particular, special emphasis will be placed on projects developed in support of Criminal Justice Advisory Board Strategic Plans, Re-Entry Coalition Strategic Plans, Cross System Mapping Plans, Victim Service Local Policy Strategic Plans, STOP Team Strategic Plans, Communities That Care Strategic Plans, and Juvenile Justice System Enhancement Team Plans.

Note: Applications in support of collaborative boards other than those mentioned by name above will be accepted provided they can document how their project will address issues identified through local collaborative and/or strategic planning efforts.

Letters of Commitment to Participate – must be signed by each cooperating entity that will work with you, partner with you, or otherwise be involved in the project proposed in your application. This type of letter must be on the letterhead of the cooperating entity, state an understanding of the role(s) that said entity has in the project, and that the entity agrees to participate in the project as it is outlined in your application.

Letters of Support – should be written on the letterhead of the individual serving as Chair of the collaborative body, or entity that is expressing support for the proposal to be funded. *Where County Commissioners, County Chief Executive Officers, and City Treasurers are applicants, PCCD requires a Support Letter from their County Criminal Justice Advisory Board for any county-based project under Objective 1.*

The Scranton Police Department (SPD) is applying for funding to purchase a MEGGITT FATS 300LE system in order to implement a new Use-of-Force Training Program. This training system will be housed at the Scranton Police Training Facility located on Colfax Avenue in Scranton, PA. All Scranton Police Officers will be required to participate in this training on an annual basis. In addition this equipment will be a regional asset; all law enforcement in the area will be invited to participate in the training. Currently the Lackawanna District Attorney's Office and the Lackawanna College Police Academy have committed to participating in the proposed training program.

The problem this proposal will address is how to simultaneously build trust with the community while also ensuring that the officers are prepared for dangerous encounters that may require use of force. That problem is not solely faced by SPD but by all law enforcement which is why it is important that other agencies have the opportunity to take advantage of the proposed program.

This proposal will be presented to the Lackawanna County Criminal Justice Advisory Board on March 28, 2018. Documentation issued by the local CJAB regarding this proposal will be submitted with the Signature Page.

COLLABORATIVE PLANNING related attachments:

File Name:

✦ Scanned from the Office of Senator Blake.pdf

File Description:

Letter of Support

SUBGRANT: 28692

Short Title: Use-of-Force Training for Law Enforcement

12. SECTIONS:

✦ Scranton P.D. - Justice Assistance Grant PCCD.pdf

Letter of Commitment

✦ SPD LETTER OF SUPPORT 3.20.18.pdf

Letter of Commitment

12. SECTIONS:**E. Funding Objectives and Activities - JAG 2017**

1. Applications must identify the Objective under PCCD's Strategic Framework. Choose one from the Drop Down List.

Objective 2. Provide law enforcement with the appropriate tools and training to assist them in combating and preventing crime.

Once you have selected the Objective of your application from the list above, you must choose an Activity or Activities related to that Objective.

In the set of questions below you are **required** to choose an Activity from within the Objective you selected. You may optionally choose Activities from one of the other Objectives.

1.1. For Objective 1: Increase the efficacy of state and local planning efforts through interagency planning and collaboration. Established activities are listed below. Check the box or boxes to indicate where your activity matches PCCD's activity for this objective.

A response to this question is optional and no answers were selected.

1.2. For Objective 2: Provide law enforcement with the appropriate tools and training to assist them in combating and preventing crime. Established activities are listed below. Check the box or boxes to indicate where your activity matches PCCD's activity for this objective.

Support the use of technology (e.g., GIS-mapping) that law enforcement can use to track crime and target prevention efforts.

Support training programs connected to the intersection of behavioral health and criminal justice.

1.3. For Objective 3: Develop solutions for justice-involved individuals with mental illness and/or substance abuse and co-occurring disorders. Established activities are listed below. Check the box or boxes to indicate where your activity matches PCCD's activity for this objective.

A response to this question is optional and no answers were selected.

1.4. For Objective 4: Promote and support the use of evidence-based programs and practices. Established activities are listed below. Check the box or boxes to indicate where your activity matches PCCD's activity for this objective.

A response to this question is optional and no answers were selected.

1.5. For Objective 5: Promote the appropriate use and measure the effectiveness of promising approaches and dispositional alternatives. Established activities are listed below. Check the box or boxes to indicate where your activity matches PCCD's activity for this objective.

A response to this question is optional and no answers were selected.

1.6. For Objective 6: Promote the implementation of reentry programs and practices. Established activities are listed below. Check the box or boxes to indicate where your activity matches PCCD's activity for this objective.

A response to this question is optional and no answers were selected.

1.7. For Objective 7: Engage schools, communities and families in violence prevention and increase the support services provided to those who have been victims of violence. Established activities are listed below. Check the box or boxes to indicate where your activity matches PCCD's activity for this objective.

A response to this question is optional and no answers were selected.

1.8. For Objective 8: Improve the accuracy and reliability of state and local criminal justice data through the automated exchange of information. Established activities are listed below. Check the box or boxes to indicate where your activity matches PCCD's activity for this objective.

A response to this question is optional and no answers were selected.

12. SECTIONS:

1.9. For Objective 9: Increase the overall knowledge and skills among victim service, criminal and juvenile justice practitioners through training and accreditation. Established activities are listed below. Check the box or boxes to indicate where your activity matches PCCD's activity for this objective.

A response to this question is optional and no answers were selected.

12. SECTIONS:

F. Procurement Details

1.

Subgrantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable federal law and the standards identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).

At minimum, PCCD grant recipients and subrecipients must follow the procurement standards as written in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - 2CFR 200.318 through 200.326.

Methods of Procurement

Subgrantees must use one of the following methods of procurement (from 2 CFR 200.320):

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the subgrantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the subgrantee considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;

12. SECTIONS:

- (3) The subgrantee must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The subgrantee may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant; or
- (4) After solicitation of a number of sources, competition is determined to be inadequate.

Micro-purchase (2 CFR 200.67) means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchase procedures comprise a subset of a non-Federal entity's small purchase procedures. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). It is \$3,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Simplified acquisition threshold (2 CFR 200.88) means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this manual, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation.

A proposed formal advertised or competitive negotiated procurement for which only one bid or proposal is received is deemed to be a noncompetitive procurement.

Does this application include any procurements by noncompetitive proposal?

No

2. If you answered 'Yes' to Question 1 above, please fill in the grid below for each product or service to be procured by noncompetitive proposal. If you have multiple products or services, use the 'Add Row' link to allow entry into a new row of the grid.

ID	Description of Product or Service	Egrants Budget Category	\$ Value of Product or Service	Procurement Method	Vendor Name If Known
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12. SECTIONS:

3. Please respond to the following questions for each vendor or contractor identified as being procured using Sole Source: For additional vendors or contractors, select the 'Add New' link.

Proposed Sole Source Vendor #1

3.1. Provide a brief description including the name of the vendor of the product or service being procured and the expected procurement amount.

3.2. Explanation of why it is necessary to contract non-competitively, including at least one of the four circumstances listed below: 1. The item is available only from a single source; 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; 3. PCCD expressly authorizes noncompetitive proposals in response to a written request from the applicant; or 4. After solicitation of a number of sources, competition is determined to be inadequate. The justification may also include the following contractor qualities: a. Organizational expertise b. Management c. Knowledge of the program d. Responsiveness e. Expertise of personnel

3.3. Provide a statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program (for example, how long it would take another contractor to reach the same level of competence). Make sure to include the financial impact in dollars.

3.4. Provide an outline of the unique qualities of the contractor.

3.5. Identify any other sources considered and cite the specific reason(s) the other sources lacked the capability to satisfy the procurement requirement.

3.6. Provide any other points to "sell the case."

3.7. Provide a clear declaration that this action is in the "best interest" of PCCD.

3.8. Conflict of interest review: The applicant must disclose any possible conflicts of interest or declare that there are no known conflicts of interest as a result of the procurement.

12. SECTIONS:

G. Sustainability Plan

1.

Applicants must enter into this process with the understanding that planning to sustain the program/project beyond PCCD grant funding is an integral part of the process. Describe a cogent sustainability plan that includes the following items:

Once grant funds expire, how will the project continue? Describe how current and ongoing support for the program/project is and will be generated.

Identify sources of financial support and provide commitments from key stakeholders necessary to successfully sustain the program/project; if these are not currently available, how will these be obtained.

Letters from organizations or agencies willing to provide financial commitment can be attached to this section.

The Scranton Police Department is applying for funding to purchase a MEGGITT FATS 300LE Law Enforcement Training System in order to implement a new Use-of-Force Training Program. The grant funding will only be used for the initial purchase of the equipment; all remaining costs will be contributed through the Scranton Police Department Training Budget. Associated costs for sustaining this program include personnel, system maintenance and software updates all of which Scranton Police Chief Carl Graziano has committed to include in the department’s budget if grant funding is awarded. Incorporating improved technology, such as the FATS system, can assist community-policing efforts; however, the financial cost of the initial purchase of these technologies can often be crippling. Unfortunately, in 1992 the City of Scranton was determined a “financially distressed city” under Pennsylvania Act 47; over twenty years later, Scranton remains distressed causing significant reductions to the police equipment budget. This department relies heavily on grant funding to acquire technology and other resources that aid in our community policing efforts; without grant funding, many of our community programs such as the Community Surveillance Network, Community Development Officer program and Body-Worn Camera Program would not exist. While the Scranton Police Department will be able to maintain the MEGGITT FATS 300LE system once purchased the current budget restrictions will not allow for an initial purchase of this magnitude without the assistance of grant funding

SUSTAINABILITY PLAN related attachments:

<u>File Name:</u>	<u>File Description:</u>
✖ Commitment of Funds.pdf	Commitment of Funds

12. SECTIONS:**H. Project Description(JAG)**

Project Description - (length is limited to 20,000 characters; approximately four printed pages) This section establishes that the applicant has reviewed the program goals, objectives, and anticipated impact and has established a plan. Please address the following items as you describe your project:

1. Explain the implementation plan and methods to be used to accomplish the stated objectives. This description should include who will perform the work, what actions are proposed to accomplish these activities, timeframes for completing each activity, and any other details necessary to clearly establish how this project will be implemented.
2. Describe the work that will be accomplished during the project period.
3. Identify plans for subcontracting any part of the project, including the role to be performed by each subcontractor (if applicable).
4. Describe internal quality assurance processes that will be used to monitor the implementation of this project.

1. Response

The Scranton Police Department (SPD) is requesting \$150,000 in funding to implement a new Use-of-Force Training Program utilizing the MEGGITT FATS 300 LE virtual training. The project goals are (1) utilize technology to target prevention efforts and improve officer performance and (2) utilize technology to help law enforcement foster a positive relationship with the community they serve.

The proposed project aligns with PCCD Strategic Framework by achieving:

Goal I: To make communities safe through collaboration and targeted investments.

Objective 2: Provide law enforcement with the appropriate tools and training to assist them in combating and preventing crime

? Activity: Support the use of technology that law enforcement can use to track crime and target prevention efforts.

? Support training programs connected to the intersection of behavioral health

The FATS system utilizes five high definition screens to bring 300° field view to the user providing realistic, engaging training. High-definition imagery is projected on every screen. As the scenario eye point moves, all screens reflect the motion. This provides an immersive experience than highlights realistic conflict situations and awareness in a training environment. The system comes pre-loaded with a variety of video scenarios with the main focus being on de-escalation and use of force. This system provides two training modes: Marksmanship and Judgmental. The system also provides a "Lookback" option which allows the instructor to see the trainee from the front screen perspective. From there, the instructor can help the trainee through visual coaching and record the trainee's performance to go over with the trainee in the After Action Review. This review will indicate to the trainee where mistakes were made so that their performance can improve as necessary.

Currently the Scranton Police Department annual training consists of classroom and online sessions for legal updates and firearms qualifying at a shooting range. It is crucial that not only certain skills are mastered through training, such as marksmanship, but also multi-tasking and decision making are equally emphasized. It is difficult to master these skills in a low-stress controlled environment such as a shooting range. Mastering specific skills is an integral component of SPD's training regime however the ability to apply those skills appropriately under realistic and complex conditions is lacking.

In order to target prevention efforts and improve officer performance the Scranton Police Department proposes to utilize technology to implement the Use-of-Force Training Program through the MEGGITT FATS 300 LE virtual training. First, SPD will start the procurement process for the FATS system while developing training policy that incorporates this use-of-force training as part of the mandatory annual training program. Three Scranton Police Officers will be trained as instructors and be ready to begin the training program within five months of procurement; the training system will be housed at the SPD Training Division located on Colfax Avenue. The Use-of-Force training program will be designed to fit the needs of the trainee- all regular patrol officers will go through one set of training scenarios while School Resource Officers, the Crisis Intervention Team and Special Operations Group will go through additional specialized trainings.

The trainee will sit down with the instructor for a debriefing following virtual simulation training sessions. During the training, the actions of the trainee

12. SECTIONS:

creates markers that are then assess by the instructor, according to predetermined standards of performance, such markers pertain specifically to the accuracy of force applied and whether the trainee's response represented an appropriate or inappropriate judgement. The trainee can then be exposed to additional training to further refine their skills and decision making. In addition, these post training reports will help track the trainee's progress throughout their career.

The new Use-of-Force Training Program utilizing the MEGGITT FATS 300 LE virtual training system will be a regional asset as it will be available for use by any law enforcement agency in the area. Currently there is no virtual simulation training available for law enforcement in Eastern Pennsylvania; all law enforcement agencies would be welcome to partake in this training. SPD would provide the facility and the instructors at no cost to the partnering agency. The Meggitt system comes preloaded with hundreds of use-of-force scenarios that an officer may encounter. The goal of the training is to ensure that officers know how to appropriately respond to potential use of force situations using all options available to them including both non-lethal and lethal methods, in order to de-escalate the situation. One of the primary focuses of this new training will be on encounters with individuals suffering from behavioral or mental health issues. Law enforcement acts as first responders in the nation's mental health and addiction crisis and yet a majority of officers are not trained on how to safely interact with people experiencing a mental health or addition crisis leaving both the officer and community members at risk. This issue can be resolved by designing different trainings to include interaction with individuals with behavioral/mental health issues to ensure that officers are properly trained for these encounters.

The proposed training program will also help law enforcement foster a positive relationship with the community by utilizing technology as an olive branch to build trust and understanding. The Scranton Police Department annually hosts a Citizen Police Academy- tuition free, ten-week program designed to teach citizens about the philosophy, policies and guiding principles of law enforcement. Students receive classroom instruction by Scranton Police personnel and complete ride along with a police officer. Once the proposed Use-of-Force Training Program is implemented this system will become part of the Citizen Police Academy program; this training will also be open to members of the media upon request. Through this training the citizens will gain first-hand experience on how law enforcement officers are trained and what is expected of them. This technology will enhance transparency by allowing the public to become more empathetic to what police do every day and encourage conversation and understanding between law enforcement and the community they serve.

12. SECTIONS:**I. Local Jurisdiction Waiver**

If you are responding to this Funding Announcement as a private, non-profit organization, you are now required to submit a Local Jurisdiction Waiver signed by the authorized official(s) of the local unit(s) of government that will benefit from the funded program. This waiver certifies that the local jurisdiction recognizes that the funds in question are set aside for local government use; and believes that the proposed project will provide a direct local benefit.

The waiver is attached as a template below. Please complete the waiver and attach a scanned copy in this section. You can also obtain a blank waiver form on our website at www.pccd.state.pa.us, under Grant Opportunities/Application Information and Forms/Standard Forms.

Do you meet the requirements for Local Jurisdiction Waiver submission (applying as a private, non-profit organization)?

No

If you are required to submit a Local Jurisdiction Waiver and have not attached it to this application, please indicate your plans for submitting the waiver.

12. **SECTIONS:**

J. Additional Attachments

Use this section for any other attachments associated with your project. Include attachment such as:

- Executed Memorandum of Understanding for multi-jurisdictional partnerships
- Local Jurisdiction Waiver for private non-profit organizations
- Standard PCCD Grant Signature Page, this is the second printed page in the grant application in Egrants
- etc...

ADDITIONAL ATTACHMENTS related attachments:

<u>File Name:</u>	<u>File Description:</u>
✂ Timeline (Project Description).docx	Timeline
✂ Works Cited.docx	Works Cited
✂ MTS18USL3617 - Scranton PD (300LE BF)_16Mar2018.pdf	Quote

12. SECTIONS:**K. Civil Rights Responsibilities**

1. Recipients of PCCD grant funds must provide notification to its employees, program participants and beneficiaries that the recipient does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, disability, or age; and that it does not retaliate against persons who file a discrimination complaint or lawsuit, who complain about discrimination; or who participate in a discrimination proceeding, such as being a witness in a complaint investigation or lawsuit.

1.1. Does the applicant agency provide notifications as described in #1 above?

Yes

1.1.1. Explain how the applicant agency provides notifications described in question #1 above.

The Nondiscrimination Policy is posted on the City of Scranton website, as well as, supplied to all employees with their employee package.

2. Recipients of federal PCCD grant funds must have written policies in place for notifying employees, program participants and beneficiaries how to file complaints alleging discrimination by the recipient, including how to file complaints with the Department of Justice Office for Civil Rights.

2.1. Does the applicant agency provide notifications as described in #2 above?

Yes

3. Recipients of PCCD grant funds must take reasonable steps to provide persons of limited English proficiency (LEP) meaningful access to services or benefits. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. Information on LEP obligations can be found at www.lep.gov.

3.1. Does the applicant agency have procedures in place to provide services to those that have limited English proficiency?

Yes

3.1.1. Are the services provided free of additional charges/fees?

Yes

3.2. Does the applicant agency keep track of the number of individuals provided service who have limited English proficiency?

Yes

4. Has the applicant agency had any adverse findings of discrimination issued within the past three years based on race, color, national origin, sex, or religion from a federal or state court or a federal or state administrative agency after a due process hearing?

No

4.1. Has the applicant agency submitted all adverse finding as described in Question #3 above to the Federal Office for Civil Rights?

No

4.1.1. Attach a copy of the applicant agency's submission of the adverse finding to the federal Office for Civil Rights to this section of the application.

N/A

12. SECTIONS:

5. Does the applicant agency receive Federal financial assistance of \$25,000 or more from the Department of Justice and employ 50 or more persons?

Yes

5.1. Does the applicant agency have a designated Section 504 Coordinator? The Section 504 coordinator is responsible for coordinating the applicant agency's efforts to comply with Section 504 of the Rehabilitation Act, including:

1. investigating complaints of disability discrimination. The subrecipient should make available the name, office address, and telephone number of the coordinator

2. adopt grievance procedures that incorporate due process standards, and that provide for the prompt and equitable resolution of complaints alleging disability discrimination

3. notify program participants, beneficiaries, applicants, employees, unions or professional organizations holding collective bargaining or professional agreements with the subrecipient, that it does not discriminate on the basis of disability

No

6. Is the applicant agency a faith-based organization?

No

6.1. PCCD grantees must: 1. not use federal resources for explicitly religious activities; 2. complete and submit a Certificate of Exemption, if they have hiring practices favoring coreligionists; and 3. have a referral procedure in place for potential beneficiaries objecting to the religious nature of the organization. Although explicitly religious activities are prohibited in the programs or services funded with PCCD financial assistance, an organization can conduct these activities if it satisfies two conditions. 1. the organization must offer these explicitly religious activities separately, in time or location, from the programs or activities funded with federal financial assistance 2. participation in the programs or activities must be voluntary for beneficiaries. Does the applicant agency understand and agree to these terms?

Yes

7.

Responding to Discrimination Complaints:

As a recipient of PCCD federal funds, your organization is required to respond to complaints of discrimination from individuals or groups (i.e. program beneficiaries, subrecipient beneficiaries, or recipient/subrecipient agency employees) who are aggrieved by your agency or any agency receiving funds through this grant. A discrimination complaint may be related to a claim to have been denied the benefits of, excluded from participation in, subjected to discrimination under, or denied employment in connection with any program or activity, on the basis of race, color, religion, national origin, sex, gender identity, sexual orientation, disability or age.

The information below is to assist you in providing guidance regarding the proper steps to file complaints of discrimination with the Federal Office for Civil Rights (OCR). Formal complaints should be filed as soon as possible (under some civil rights laws you only have 180 days after the incident to file a complaint; others, such as the Omnibus Crime Control and Safe Streets Act of 1968 and the Violence Against Women Act of 1994, provide a year).

Information about applicable laws, complaint forms, and the investigative process is available at the website for the OCR: <http://www.ojp.usdoj.gov/ocr>. To file a civil rights complaint with OCR, the aggrieved person(s) must complete a Complaint Verification Form (download from the OCR website) and send the form to:

Office of Justice Programs
Office for Civil Rights
810 7th Street, NW
Washington, D.C. 20531

Additionally, a copy of this form should be provided to PCCD at the below address:

Pennsylvania Commission on Crime and Delinquency
Director, Office of Financial Management and Administration
3101 North Front Street
Harrisburg, PA 17110

After receiving the letter of complaint, OCR will make the determination if an investigation will be initiated. OCR will contact the complainant as well as the agency in question.

Training and technical assistance on federal civil rights laws is available through the OCR. Online training on federal civil rights laws is available at www.ojp.usdoj.gov/about/ocr/assistance.htm. PCCD encourages all subrecipients to view the online training and ensure that any other subrecipients are aware of the OCR as a training resource.

12. SECTIONS:

7.1. Does the applicant agency that they have read, understand and accept these terms?

Yes

8.

EEOP Requirements:

Pursuant to U.S. Department of Justice regulations, all applicants must submit an EEOP Certification Form to the Office for Civil Rights (OCR) at the federal Office of Justice Programs. The applicant may also be required to develop an EEOP and submit an EEOP Utilization Report to OCR. The matrix at the end of this section is meant to help you determine your agency's EEOP requirements. All applicants for federal funds are required to certify that they are in compliance with OCR requirements and PCCD will monitor successful applicants to ensure compliance with OCR requirements. Please visit OCR's website at <https://ojp.gov/about/offices/ocr.htm> for additional information. Prepare and submit EEOP and Certification forms referenced in the matrix below at <https://ojp.gov/about/ocr/eeop.htm>.

IF	THEN	Does the recipient need to submit a Certification Form to OCR?	Does the recipient need to develop an EEOP?	Must the recipient submit an EEOP Utilization Report?
Recipient is a Medical or Educational Institution, Indian Tribe, or Nonprofit	YES		NO	NO
Largest individual grant received is less than \$25,000	YES		NO	NO
Recipient has less than 50 employees	YES		NO	NO
None of the above	YES		YES	YES

8.1. Does the applicant acknowledge that they have read and understand all EEOP requirements?

Yes

8.2. Does the applicant certify that they will maintain compliance with all EEOP regulations as described above and on the Office of Civil Rights' website?

Yes

12. SECTIONS:

9.

Civil Rights Training

PCCD is required to ensure that subrecipients are adequately trained on applicable federal civil rights laws. In order to ensure adequate training, PCCD requires all applicants for federal funds to view the online civil rights training provided by the Office of Justice Programs Office for Civil Rights (OCR). The training can be found on OCR's website at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>.

Should a grant award be made as a result of this application, the award will be conditioned upon all contacts certifying that they have completed viewing OCR's online civil rights training in its entirety.

9.1. Has the individual listed as the Project Director in the Main Summary section of this application viewed OCR's online civil rights training in its entirety?

Yes

9.2. Has the individual listed as the Financial Officer in the Main Summary section of this application viewed OCR's online civil rights training in its entirety?

Yes

9.3. Has the individual listed as the Primary Contact in the Main Summary section of this application viewed OCR's online civil rights training in its entirety?

Yes

12. SECTIONS:**L. Fiscal Accountability****1.****Subgrantee Accountability**

The following procedures have been implemented across all of PCCD's funding streams to ensure fiscal accountability of PCCD grant funds.

Financial Back-up: PCCD will periodically verify that grantee expenditures are consistent with approved budget categories, are eligible for reimbursement and that grantees are maintaining supporting documentation. PCCD has implemented a process where grantees are notified that they are required to submit the financial back-up for some or all of the categories that are included in their Egrants fiscal report. Grantees are only required to submit this back-up when they are specifically notified by PCCD. Egrants users have the ability to attach documents to fiscal reports. Preferably, all requested back-up will be attached to the fiscal report using the fiscal report attachment feature.

Programmatic Back-up: PCCD will periodically verify that data submitted by grantees in their program reports is accurate. PCCD will select one or more performance measures/data categories each reporting period and require grantees to submit documentation to support what was reported on their Egrants program report or other reporting tool.

Subgrantee Payment: All subgrantees are required, at a minimum, to submit quarterly fiscal reports. PCCD will only make payments to reimburse actual expenditures reported on the fiscal reports. If an agency is experiencing cash flow problems, they may submit fiscal reports monthly and PCCD will reimburse reported expenditures.

Line Item Detail: PCCD's fiscal report allows grantees to include line item expenditure detail instead of just the overall budget category expenditures. Grantees are required to provide line item expenditure detail consistent with the line items included in their approved budget.

On-site monitoring: PCCD completes on-site fiscal monitoring of grants across all funding streams (state and federally funded projects).

Grantee risk classification: PCCD utilizes a risk classification system to identify and focus the use of agency resources on those agencies that may be most in need of additional assistance.

1.1. Does the applicant acknowledge that they have read, understand and will abide by PCCD's fiscal accountability procedures?

Yes

12. SECTIONS:

2.

Employee Time and Effort Reporting (Timesheets)

Time and effort reports (timesheets) are required for all personnel funded with PCCD grant dollars regardless of the funding stream. Below are the minimum standards and recommended best practices for time and effort reporting. We realize that there are a number of different systems that can be used to satisfy these requirements and we encourage you to email [PCCD's Grants Management](#) with any questions you may have regarding time and effort reporting requirements.

Minimum standards for employees working on multiple activities or cost objectives:

- Must be an after-the-fact determination of the employees actual effort. Using a budget estimate instead of reporting the actual time the employee spent working on the project does not qualify as support for charges to awards.
- Must account for total activity for which employees are compensated and which is required in fulfillment of their obligations to the organization
- Must be signed by the employee and a supervisor with first-hand knowledge of the activities performed by the employee. Signature on the timesheets is affirmation that the report is an accurate accounting of the actual time the employee spent on the project.
- Must be prepared at least monthly to correspond to one or more pay periods
- Volunteer time and personnel costs being used as match must be accounted for in the same manner as personnel being charged to the grant

Minimum standard for employees working solely on a single activity or cost objective:

- Must be an after-the-fact certification that the employee worked 100 percent of their time on activities eligible for reimbursement under the grant project
- Must be prepared no less frequently than every six months
- Must be signed by the employee and supervisory official having first-hand knowledge of the work performed
- Applies to full-time and part-time employee

Recommended Best practices:

- Employees record time on a daily basis
- Project codes/names are provided to the employee in advance

* The above standards are based on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) and the Office of Justice Programs Financial Guide.

The following sample forms are available on the [Grant Procedures and Forms](#) page of our website:

- Example of a completed timesheet
- An Excel timesheet template that you may modify to suit your needs
- A sample time certification for employees working 100% of their time on a grant-funded project.

12. SECTIONS:**2.1.**

Does the applicant acknowledge that they have read, understand and will abide by PCCD's employee time and effort reporting standards?

Yes

3. Individual consultants funded with PCCD grant funds must maintain time and effort reports to support all charges billed to PCCD grant funds. Does the applicant acknowledge that they understand the requirement for individual consultants to maintain time and effort reports as support for charges against PCCD grant funds?

Yes

4. Payment Terms

Payments will not be released until all applicable special conditions on the grant award have been satisfied. All grantees are required, at a minimum, to submit quarterly fiscal reports. PCCD will only make payments to reimburse actual expenditures reported on the fiscal reports. An agency experiencing cash flow problems may submit fiscal reports monthly and PCCD will reimburse reported expenditures.

All payments of federal funds will comply with the federal Cash Management Improvement Act, 31 U.S.C. 6503. Subgrantees must maintain a minimum amount of Federal cash on hand. Failure to adhere to this requirement will be a violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

All funds (Federal, State, match and project income) must be obligated by the end of the project period and expended within 60 days from that date.

4.1. Does the applicant acknowledge that they have read, understand and will abide by PCCD's payment terms?

Yes

12. SECTIONS:**M. Federal Transparency Act Certification 2017 -FFATA**

The implementation of the Federal Funding Accountability and Transparency Act of 2006 requires a single searchable website, accessible by the public without cost, for each federal award of \$25,000 or more over the life of any subaward. In order to satisfy this requirement, applicants and subrecipients are required to have a DUNS number and to maintain a current registration in the System for Award management (SAM). Information on how to request a DUNS number and register with SAM is available in the Funding Announcement Guidelines or on the PCCD Website.

Additionally, if subrecipients/contractors are applicable and receiving \$25,000 or more through the life of this federal award DUNS and SAM information must be provided.

The applicant must also provide the primary place of performance of the subaward and the names and annual salaries of the five most highly compensated officers in their agency if the agency meets certain criteria as described below.

Additional information relating to the Act can be at <https://www.ftrs.gov/>.

1. The following questions pertain to the applicant agency's DUNS number and SAM registration.

1.1. Enter the applicant agency's DUNS number.

060497856

1.2. Enter the applicant agency's DUNS + 4 number, if applicable.

NA

1.3. The applicant agency is registered with the SAM and agrees to maintain a valid SAM registration at all times while they have a grant award.

Yes

1.4. Enter the date that the applicant agency's SAM registration is valid through. The applicant agency's SAM registration date can be found at www.sam.gov.

5/8/2018

2. Primary Place of Performance: The Office of Management and Budget (OMB) defines the place of performance as 'The location where a majority of the effort required to satisfactorily fulfill the intended purpose of the award will be completed.' Provide the following information to identify the Place of Performance for this grant award.

12. SECTIONS:

2.1. City (i.e. Harrisburg). Max 35 characters -

NOTE:

City is required for Federal Grants.

For State grants, the value "STATEWIDE" is possible in the 'County' field and if selected, the field 'City' can be left blank.

If the money is expended in multiple locations with the majority spent in a single address, agencies can list that city location as the Primary Place of Performance.

Scranton Police Department

2.2. State - Choose from the list of valid states

A value for State is always required.

PA

2.3. Zip + 4 (i.e. 171091244) Exclude hyphen

NOTE: Zip+4 is required for Federal Grants. For State grants, the value "STATEWIDE" is possible in the 'County' field and if selected, the Zip+4 may be left blank.

However, if the money is expended in multiple locations with the majority spent in a single address, agencies can list that location as the Primary Place of Performance

185032018

2.4. County - Choose the grant's primary county of performance (where the highest value of the grant is to be applied). if the grant is Statewide, please select 'STATEWIDE'

035 - Lackawanna

3. Are there any subrecipients receiving \$25,000 or more through the life of this application?

No

3.1. The Applicant Agency certifies that the following subrecipients receiving \$25,000 or more of federal funds has a DUNS number and has and will maintain a valid SAM registration during the award.

No

4. For each subrecipient/contractor receiving \$25,000 or more through the life of this application, add a row to the grid below.

ID	Subrecipient/Contractor Name	Subrecipient/Contractor DUNS Number	SAM Expiration Date
----	------------------------------	-------------------------------------	---------------------

12. SECTIONS:

5.

The applicant must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if--

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.

Are the conditions specified above applicable to the grantee?

No

6. If you answered "Yes" to the previous question, you must enter the names and annual salaries of the five most highly compensated officers of the applicant agency.

Response #1

6.1. Officer Name:

6.2. Annual Salary:

12. SECTIONS:**N. Federal Funding Announcement Certifications**

This section contains all of the conditions/certifications on a funding announcement for federal funds that must be accepted/agreed to by the Applicant agency.

1.**Audit Responsibilities:****Federal Funds**

The Applicant must comply with all applicable federal and state grant requirements including *The Single Audit Act Amendments of 1996*; *2 CFR Part 200 as amended*; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

If the Applicant is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the Applicant is required to provide the appropriate single or program specific audit in accordance with the provisions outlined in *2 CFR Part 200.501*.

If the Applicant expends total federal awards of less than the threshold established by *2 CFR 200.501*, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (GAO).

If the Applicant is a for-profit entity, it is not subject to the auditing and reporting requirements of *2 CFR Part 200, Subpart F – Audit Requirements (Subpart F)*. However, PCCD is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The contract with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits. The post-award audits may be in the form of a financial audit in accordance with *Government Auditing Standards*, a single audit report or program-specific audit report in accordance with *Subpart F*. However, these post-award audits must be submitted directly to the affected commonwealth agency that provided the funding. Only single audit reports for local governmental and non-profit subrecipients are electronically submitted to the Federal Audit Clearinghouse.

Additional Potential Components of the Single Audit Reporting Package

In instances where a federal program-specific audit guide is available, the audit report package for a program-specific audit may be different and should be prepared in accordance with the appropriate audit guide, *Government Auditing Standards*, and *Subpart F*.

In addition to the requirements of *Subpart F*, commonwealth agencies may require that the single audit reporting packages include additional components in the SEFA, or supplemental schedules, as identified through the respective grant agreement.

Steps for Submission

The Applicant's submission responsibilities are as follows:

(1) Submit the Single Audit or Program-Specific Audit Report to the Federal Audit Clearinghouse (FAC) and receive an email confirmation of receipt from the FAC.

(2) Complete the Single Audit/Program Specific Audit Reporting Checklist to ensure your package contains all required elements. A fill-in version of the checklist can be found on the Commonwealth's Bureau of Audits (BOA) website at <http://www.budget.pa.gov/Documents/single-audit-checklist.pdf>.

(3) Email the FAC confirmation of receipt, a certified copy of the data collection form, and the completed Checklist (PDF) to [RA-](#)

12. SECTIONS:

BOASingleAudit@pa.gov. The subject line of the email must identify the exact name on the Single Audit or Program-Specific Audit Reporting Package and the period end date pertaining to the reporting package.

(4) The Applicant will receive an email from BOA confirming the receipt of the FAC's confirmation, the certified copy of the data collection form, and the completed Checklist.

Audit Oversight Provisions

The Applicant is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

The commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial or performance nature, if deemed necessary by commonwealth or federal agencies. Any such additional audit work will rely on work already performed by the Applicant's auditor and the costs for any additional work performed by the federal or state agencies will be borne by those agencies at no additional expense to the Applicant.

Audit documentation and audit reports must be retained by the Applicant's auditor for a minimum of five years from the date of issuance of the audit report, unless the Applicant's auditor is notified in writing by the commonwealth, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the commonwealth, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

State Funds

PCCD, in its sole discretion, may undertake an inspection and/or audit of the financial records of the Applicant relating to the Subgrant Project. The Applicant shall provide PCCD with full and complete access to all records relating to the performance of the Subgrant Project and to all persons who were involved in the Subgrant Project. PCCD may also require, as a condition of award, that an independent financial audit be completed.

1.1. Does the applicant agency accept these terms?

Yes

1.2. Does the applicant agency expect to expend \$750,000 or more in federal award funds in its current fiscal year?

No

12. SECTIONS:**2. Use of Federal Funds:**

- A. Grant funds shall not be used to support inherently religious activities, such as worship, religious instruction, or proselytization.
- B. Grant funds shall not be used to purchase religious materials or pay for the supervisory, administrative, labor, or other costs of construction, maintenance, or repair of buildings that are used primarily as houses of worship or primarily for inherently religious activities.
- C. Grantee's officers, employees, and volunteers shall not pressure or coerce any beneficiary of or participant in the funded program to attend or participate in any inherently religious activities.
- D. If the grantee offers or engages in inherently religious activities, the activities must occur separately in time or location from the funded program, must be voluntary, and must occur in a manner that protects beneficiaries of and participants in the funded program from any pressure or coercion to take part in the activity.
- E. The grantee shall keep the grant funds separate from any funds used to support inherently religious activities, and shall maintain separate financial records for the account that contains the grant funds.
- F. In identifying or admitting beneficiaries of or participants in the funded program, and in rendering assistance to beneficiaries of and participants in the funded program, the grantee must not discriminate against or among beneficiaries or participants based on religion, a religious belief, a refusal to express or hold a religious belief, or a refusal to attend or participate in an inherently religious activity.
- G. If your agency contracts or subgrants any portion of the grant funds to a third-party contractor or subgrantee the requirements shown above must be included in the third-party contract or subgrant terms, and your agency must agree to monitor the contractor's or subgrantee's compliance with those requirements as follows:
 - i. Conducting site visits (unannounced when reasonable), as reasonably necessary in response to complaints alleging violations of the terms of items A through F above or on your own initiative where there exists reasonable cause to believe that a violation has occurred.
 - ii. Annual reviews of fiscal reports submitted by the subgrantee/contractor that relate to the grant funds; further review of financial and/or accounting records maintained by the subgrantee/contractor as reasonably necessary in response to complaints alleging violations of the terms of items A through F above or where there exists reasonable cause to believe that a violation has occurred; and imposition, upon receipt of a complaint or other reasonable cause, of such additional reporting requirements upon the subgrantee/contractor as may be reasonably necessary in order to determine whether a violation of the terms of items A through F has occurred or to prevent future violations.
 - iii. Preparation of written reports documenting each visit referenced in item G above.
 - iv. Such other measures as may be required by applicable law and contractual provisions.

2.1. Does the applicant agency accept these terms?

Yes

12. SECTIONS:**3. Reporting Potential Fraud, Waste and Abuse:**

The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has either 1) submitted a claim for award funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –

Online Hotline at: <http://www.justice.gov/oig/hotline/index.htm>

email: oig.hotline@usdoj.gov

Mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

Phone: (800) 869-4499 Or

Fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.justice.gov/oig.

3.1. Does the applicant agency accept these terms?

Yes

4.**Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

4.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

12. SECTIONS:

5. Pursuant to Section 163 of the Continuing Appropriations Resolution, 2010, subgrantees, subcontractors or any other subrecipient of federal funds may not award or obligate funds to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries or allied organizations. More information can be found on PCCD's website at: <http://www.pccd.pa.gov/Funding/Pages/ACORN-Resolution.aspx> including the memorandum from the Federal Office of Management and Budget and a list of ACORN's affiliates, subsidiaries and allied organizations.

5.1. Does the applicant agency acknowledge that they have read and accept these terms?

Yes

6.

Federal Leadership on Reducing Text Messaging While Driving:

The Department of Justice encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

6.1. Does the applicant agency accept these terms?

Yes

7. Publicity or Propaganda

Federal funds are not legally available, and may not be used (whether directly or indirectly, including by private contractors), for publicity or propaganda purposes not authorized by the Congress.

7.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

12. SECTIONS:

8. Certain Employee Trainings

Federal funds are not legally available, and may not be used, for any employee training that--

1. does not meet identified needs for knowledge, skills, and abilities bearing directly upon the performance of official duties;
2. contains elements likely to induce high levels of emotional response or psychological stress in some participants;
3. does not require prior employee notification of the content and methods to be used in the training and written end-of-course evaluation;
4. contains any methods or content associated with religious or quasi-religious belief systems or "new age" belief systems as defined in Equal Employment Opportunity Commission Notice N-915.022, dated September 2, 1988; or
5. is offensive to, or designed to change, participants' personal values or lifestyle outside the workplace.

Nothing in this provision prohibits, restricts, or otherwise precludes an agency from conducting training bearing directly upon the performance of official duties.

8.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

12. SECTIONS:

9.

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award--

a. it represents that --

1) it has determined that no other entity that the recipient's application proposes may, or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9.1. Does the applicant agency understand and agree to be bound by the above condition if the applicant agency is awarded a subgrant as a result of this grant application?

Yes

9.2. Should a subgrant award be made to the applicant agency as a result of this grant application, does the applicant agency agree to notify PCCD immediately if it has any reason to believe that the applicant agency is not in compliance with the above condition?

Yes

12. SECTIONS:

10.

PCCD's Standard Subgrant Conditions are incorporated herein by reference. The current version of PCCD's Standard Subgrant Conditions is available on our website at <http://www.pccd.pa.gov/Funding/Pages/Standard-Subgrant-Conditions.aspx>. Please refer to the website for a copy. If you are unable to obtain a copy from the website, please contact PCCD's offices at (800) 692-7292.

10.1. Has the applicant agency read the Standard Subgrant Conditions?

Yes

10.2. Does the applicant agency agree to be bound by all Standard Subgrant Conditions?

Yes

12. SECTIONS:**O. Non-Profit Agency Checklist****Non-Profit Agency Checklist:**

The following items must be attached in Egrants (preferred) or mailed to PCCD in conjunction with the submission of an application for direct funding of non-profit agencies (refer to the Applicant's Manual page 11). This information does not have to be submitted to PCCD for governmental applicants proposing to pass through some or all of the funds to a non-profit agency.

*A copy of the most recent audited financial report, which must not be more than one year old; or a letter stating that the most recent report is on file with PCCD;

*A copy of the most recently submitted Form 990, Return of Organization Exempt from Income Tax (This requirement is applicable only if the applicant organization has not received funding from PCCD in the last five years);

*A list of the members of the Board of Directors, stating each member's board position, profession or employment, community activity and other pertinent information;

*A copy of the articles of incorporation;

*A copy of the by-laws of the organization, clearly defining the line of authority and responsibility moving between the Board and staff, outlining the hiring practices of the organization, and demonstrating the management and controls maintained by the Board; or for continuation subgrants a letter from the Board Secretary certifying that the by-laws previously submitted are still in effect

*Internal Revenue Service determination of the tax-exempt status of the organization;

*A copy of the minutes of the three Board meetings immediately preceding the date of the submission of the subgrant application;

*Evidence that the Project Director, Financial Officer and Board Officers and any employee that is responsible for the receipt and expenditure of funds are included in an employee dishonesty insurance policy for 30% of the funds requested or 10% of the organization's budget, whichever is greater; and

*A written statement that a checking account for subgrant funds will be arranged so that at least two signatures are required for issuance of checks, and a list of those individuals who have such authority.

1. Has the above information been submitted to PCCD within the last year? (Governmental applicants should respond "*Not Applicable*.")

Not Applicable

1.1. If the above information has been submitted to PCCD within the last year, please indicate the **grant number** that the information is on file with. Otherwise, attach all required information to this Egrants section. If you need to mail some or all of the information, indicate the date that the information was or will be mailed to PCCD.

12. SECTIONS:

P. State Technology Condition

1.

All IT components (hardware, software and/or firmware) funded through this award must be compliant with applicable Commonwealth IT Standards (as referenced in Pennsylvania Office of Administration's Information Technology Bulletins (ITBs) that have been promulgated at the time of this award.

In addition, if technology is being implemented as part of a larger IT project, these components must also comply with all Office of Administration (OA) standards that have been promulgated at the time the hardware/software specifications of the detailed system design are approved by the (OA/OIT) project manager.

A listing of the Commonwealth IT Standards is found at:

<http://www.oa.pa.gov/Policies/Pages/itp.aspx>

In addition, all grantees must review these standards quarterly during the project funding cycle, as well as at major project milestones through design, finalization and procurement. Deviation from Commonwealth IT standards will require final approval from program staff within PCCD, who will coordinate this review process with OA/OIT.

Does the applicant agency agree to the above terms?

Yes

12. SECTIONS:

Q. Federal Technology Section

1.

The Global Standards Council (GSC) was created to support the work of DOJ's Global working groups and related bodies by coordinating the establishment of a common, consistent, and standards-based approach to implementing justice information sharing solutions. To further this goal, the GSC developed the Global Standards Package (GSP) which describes a full information sharing technology standards implementation suite that addresses data standardization, messaging architecture, security, and privacy requirements. In order to promote consistency and interoperability of systems across the justice and public safety community, OJP requires grantee compliance to the GSP and all components thereof. In addition to offering a common mechanism to share information across agencies, the GSP also promotes the use of open, consensus-based standards to avoid proprietary or restrictive approaches to system integration and interface development. This approach enables adopters to fully realize the cost savings and operational efficiencies that have been demonstrated by those who have already implemented elements of the GSP.

Compliance to the GSP requires conformance to all components of the GSP whenever applicable. If the grantee is planning to exchange information across agencies or systems using a common data format, such format is required to be conformant to the National Information Exchange Model (NIEM). If the grantee is planning to adopt a service-oriented approach to sharing information, it must leverage the Global Reference Architecture (GRA), and so on. The primary components of the GSP are as follows:

- National Information Exchange Model (NIEM)
- Global Reference Architecture (GRA)
- Global Federated Identity and Privilege Management (GFIPM)

In addition, certain GSP components enable the development of national, or "reference," specifications that further promote reuse for enhanced interoperability. Whenever applicable, these reference specifications should be used as a foundation for implementation of complementary business processes. If the grantee wishes to use an alternate format for which a reference specification already exists, specific justification must be included in the grant application narrative.

National Information Exchange Model (NIEM)—the NIEM data model and tools are supported by a robust governance process and program management office. NIEM conformance is defined explicitly across a number of dimensions, including data modeling, XML representation, exchange development, and implementation. Detailed guidance on NIEM conformance for grantees can be found at <https://www.niem.gov/getting-started>. NIEM also maintains a repository of reusable exchange specifications that can be found at <https://www.it.ojp.gov/implementation/niem-iepd>.

Global Reference Architecture (GRA)—the GRA provides both a reference architecture to speed agency adoption of Service-Oriented Architecture (SOA)-based approaches to information sharing, as well as a standard methodology for developing particular service specifications that align with specific business functions. Conformance to the GRA generally relies on adherence to the GRA Framework for the former and to the GRA Service Specification Guidelines for the latter. Detailed guidance on GRA implementation for grantees can be found at <https://www.it.ojp.gov/initiatives/gra>. On the same page can be found a listing of reference service specification packages (SSPs) that should be reused whenever applicable.

Global Federated Identity and Privilege Management (GFIPM)—the GFIPM specifications and guidelines are designed to support secure access to various information systems based on commonly understood and applied protocols for user access and attribute-based access control policies. Rather than serving as a universal approach to securing justice information systems, GFIPM should be used in particular cases where regional, multijurisdictional, or cross-boundary information sharing is occurring and there is a need to create a "federation" of participants who must agree on policy and technical solutions to satisfy interoperability requirements. Conformance to GFIPM primarily relies on use of the GFIPM Metadata standard and adherence to operational policies and procedures. Detailed guidance on GFIPM implementation can be found at <https://www.it.ojp.gov/initiatives/gfipm>.

As stated above, compliance with the GSP is dependent on the grantee conforming to each of the GSP's normative components above,

12. SECTIONS:

whenever applicable. For instance, if the grantee is supporting a project to integrate two reporting systems that already operate within the same security environment and there are no new access control provisions required, then conformance to the NIEM and GRA components of the GSP will be sufficient to satisfy the requirement to comply with the GSP. In general, OJP does not require formal certification of software, tools, etc., to verify conformance. However, additional requirements may be imposed by particular funding programs. In cases where software or services are being procured from private sector partners, the grantee should follow procedures such as those recommended by the IIJS Institute to ensure that procured services are in fact conformant. See http://www.ijis.org/?page=Info_Share_Standards.

In addition to complying with the GSP, grantees are also required to adequately address the protection of privacy and civil liberties of those subjects whose data are being shared. OJP requires that prior to implementation of an information exchange solution that such exchange must be governed by an appropriate privacy policy that meets the minimum standards as described by DOJ's Global Privacy Guide. If the exchange is covered under an existing or umbrella policy, then such policy should be noted and communicated to the grant office prior to execution. For a comprehensive set of resources to address privacy protection in information sharing projects, please visit <http://www.it.ojp.gov/privacy>.

Does the applicant agency agree to the above terms?

Yes

PERFORMANCE INDICATORS:

1. Established by PCCD

2. Established by Subgrantee

15. APPROVAL:

- A. Are the Privacy Certificates as to Confidentiality of Identifiable Research and Statistical Data attached?
☐ Yes ☒ No
- B. Is the Local Policy Board Certification attached?
☐ Yes ☒ No
- C. Is the listing of local Prevention Policy Board members attached?
☐ Yes ☒ No
- D. Is the listing of Community Key Leaders attached?
☐ Yes ☒ No
- E. Is the Prevention Policy Board Certification attached?
☐ Yes ☒ No
- F. Does the applicant agency's annual budget include monies for any law enforcement agency that has and exercises arrest powers?
If yes, please provide the following information:
☒ Yes ☐ No
Jurisdiction Name:
Scranton
Police Department/Law Enforcement Agency Name:
Scranton Police Department
Police Department/Law Enforcement Agency Contact Person/Chief:
Carl Graziano
Police Department/Law Enforcement Agency ORI Number:
PA03504
- G. Does this agency regularly submit Uniform Crime Reports to the PA State Police?
☒ Yes ☐ No
- H. Does the applicant agency have any type of audit done regularly?
☒ Yes ☐ No
If yes, when was the last one completed?
2016
- I. Is the applicant agency required to have an audit performed in accordance with the Single Audit Act?
☐ Yes ☒ No
If yes, when was the last one completed?
- J. For non-profits only, do the by-laws of the applicant agency require an annual audit?
☐ Yes ☐ No ☒ N/A
- K. Does the applicant agency's Board of Directors regularly review the applicant agency's financial reports?
☐ Yes ☐ No ☒ N/A
If yes, please provide the date of the last review.
- L. Does the Financial Officer listed in the Main Summary section have more than three years of experience?
☒ Yes ☐ No

15. APPROVAL:

M. Does the Project Director listed in the Main Summary section have more than three years of experience?

☒ Yes

☐ No

N. Does the applicant agency have a segregation of duties policy?

☐ Yes

☒ No

16. PCCD's Standard Subgrant:

PCCD's Standard Subgrant Conditions are incorporated herein by reference. The Standard Subgrant Conditions **should not** be submitted to PCCD with your application. The current version of PCCD's Standard Subgrant Conditions (Revised June 2015) is available at www.pccd.state.pa.us <<http://www.pccd.pa.gov>>. Please refer to the website for a copy. If you are unable to obtain a copy from the aforementioned website, please contact PCCD's offices at (800) 692-7292.

17. Private Non-Profit Agency Checklist:

The following items must be included with submission of an application for direct funding of private non-profit agencies (refer to the Applicant's Manual pages 35-36). This information does not have to be submitted to PCCD for governmental applicants proposing to pass through some or all of the funds to a non-profit agency.

- ☐ A copy of the most recent audited financial report, which must not be more than one year old; or a letter stating that the most recent report is on file with PCCD;
- ☐ A list of the members of the Board of Directors, stating each member's board position, sex, race, profession or employment, community activity and other pertinent information;
- ☐ A copy of the articles of incorporation;
- ☐ A copy of the by-laws of the organization, clearly defining the line of authority and responsibility moving between the Board and staff, outlining the hiring practices of the organization, and demonstrating the management and controls maintained by the Board; or for continuation subgrants a letter from the Board Secretary certifying that the by-laws previously submitted are still in effect or copies of the latest amendments and changes;
- ☐ Internal Revenue Service determination of the tax-exempt status of the organization;
- ☐ A copy of the minutes of the three Board meetings immediately preceding the date of the submission of the subgrant application;
- ☐ Evidence that the Project Director, Financial Officer and Board Officers and any employee that is responsible for the receipt and expenditure of funds are included in an employee dishonesty insurance policy for 30% of the funds requested or 10% of the organization's budget, whichever is greater; and
- ☐ A written statement that a checking account for subgrant funds will be arranged so that at least two signatures are required for issuance of checks, and a list of those individuals who have such authority.

13. ATTACHMENTS:

List of Attachments required for submission of this Application for funding:

Section: Impact / Outcomes Single JAG

<u>File Name</u>	<u>File Description</u>
Logic Model.docx	Logic Model

Section: Collaborative Planning

<u>File Name</u>	<u>File Description</u>
Scanned from the Office of Senator Blake.pdf	Letter of Support
Scranton P.D. - Justice Assistance Grant PCCD.pdf	Letter of Commitment
SPD LETTER OF SUPPORT 3.20.18.pdf	Letter of Commitment

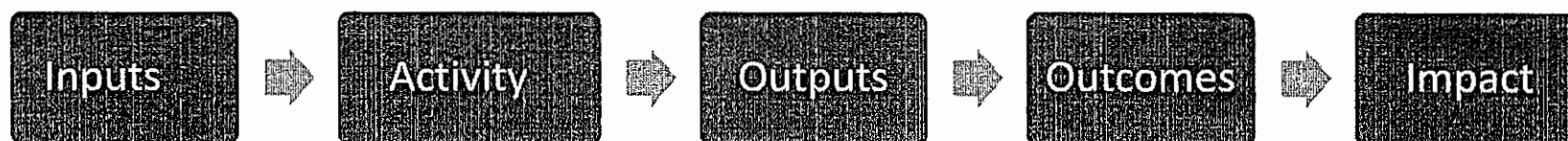
Section: Sustainability Plan

<u>File Name</u>	<u>File Description</u>
Commitment of Funds.pdf	Commitment of Funds

Section: Additional Attachments

<u>File Name</u>	<u>File Description</u>
MTS18USL3617 - Scranton PD (300LE BF)_16Mar2018.pdf	Quote
Timeline (Project Description).docx	Timeline
Works Cited.docx	Works Cited

Logic Model



<ul style="list-style-type: none"> -Officers to be trained as Instructors -Training Facility to house equipment and training -Instructors to train all personnel including SPD officers, cooperating agencies and community members -Program Evaluator 	<ul style="list-style-type: none"> -Review and edit Use-of-Force Training Policy -Have 3 SPD officers trained as Use-of-Force MEGGITT FATS virtual training instructors -Train all SPD personnel and cooperating agencies -Conduct Use-of-Force exercise with Citizens Police Academy -Evaluate program 	<ul style="list-style-type: none"> -Training policy inclusive of the MEGGITT FATS system -3 In-house MEGGITT FATS system instructors -147 officers trained -Citizens participating in the virtual simulation training 	<ul style="list-style-type: none"> -Provide law enforcement with the appropriate training to assist them in combating and preventing crime -Use technology to target law enforcement prevention effort -Use technology to support training connected to the intersection of behavioral health and criminal justice -Foster a positive relationship between law enforcement and the community they serve 	<p>Law enforcement officers are prepared for dangerous encounters that may require use of force while simultaneously building trust with the community</p>
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Timeline

Activity	Oct.- Dec.	Jan.- March	April- June	July- Sept.	Personnel Responsible
Prepare documentation for procurement and purchase equipment	X				Scranton Police Chief Carl Graziano
Training Policy Development	X				Policy Team (Chief Graziano, Captain Lukasewicz, FOP Representative, Training Division)
Instructor Training		X			Sergeant Pat Gerrity Sergeant Rob Celuck Officer James Weaver
Scranton Police Department Training			X	X	All 147 Scranton police officers will participate in this training
Citizens Police Academy Training				X	Sergeant Gerrity and Sergeant Celuck will conduct exercise
Participating agencies Training			X	X	One of the three trained Instructors will administer training based on scheduling availability
Program Evaluation				X	Maggie Perry- Grant Manager

Works Cited

1. Bello, Mariol. *Voices: Police exercise offers glimpse into real-life dangers*. USA Today (June 7, 2015). Accessed March 14, 2018
<https://www.usatoday.com/story/news/nation/2015/06/07/police-training-simulations-deadly-shootings/28148177/>
2. Bennell, Craig Ph.D. *The Effectiveness of Use of Force Simulation Training Final Report*. Carleton University (2004)
3. California Assembly Concurrent Resolution (ACR) 58 Study Committee. (1991 January). *California law enforcement training in the 1990s: A vision of excellence*. Retrieved March 16, 2018 from <https://searchworks.stanford.edu/view/2266456>
4. Hoffman, Erica. *Why Mental Health Training is So Important for Law Enforcement*. Oct. 3, 2017. Retrieved March 22, 2018 from <https://www.mentalhealthfirstaid.org/2017/10/mental-health-training-law-enforcement/>
5. President's Task Force on 21st Century Policing. 2015. *Final report of the Present's Task Force on 21st Century Policing*. Washington, DC: Office of Community Oriented Services

**MEGGITT**

DATE: 16-Mar-2018

SUBMITTED TO: Scranton Police Department
100 S. Washington Avenue
Scranton, PA 18503

POC: Sgt. Patrick Gerrity, Special Operations Group
570-963-1222
pacop648@gmail.com

QUOTE NUMBER: MTS18USL3617

RE: FATS® 300LE Virtual Law Enforcement Training System

OFFER TYPE: Rough-Order-of-Magnitude (ROM) GSA and Open Market Offer

Meggit Training Systems is pleased to offer the below quotation, as per your request. Should you have any question, please feel free to contact the POC listed below. We look forward to working with you in this project. Thank you for the opportunity.

This is a ROM estimate only. The pricing information contained in this document is intended to act solely as a guide and no legally binding agreement may result from it. It does not constitute an offer for the sale of the goods or services described within.

BASE QUOTATION						
GSA / OPEN MARKET (OPN-MKT)	PART NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
GSA ITEMS						
GSA	SA-17-BF-51-NS	Glock, Model 17 BlueFire® Weapon Simulator with Night Sights	1	EA	\$ 7,540.81	\$ 7,540.81
GSA	RF-M4-BF-BR-FT-RA	FATS® SRS® Carbine Rifle - BlueFire®-Burst-Removable Carrying Handle-Railed Handguard weapon simulator	1	EA	\$ 9,976.17	\$ 9,976.17
GSA	SA-TASER-X26-BF-50	BlueFire® TASER™-X26 Devices use Bluetooth technology to electronically communicate with the training system. They retain all sensor feedback except for analog, and all the control of Tethered Devices. Both types can be used simultaneously on the training system.	1	EA	\$ 6,650.78	\$ 6,650.78
GSA	SA-SPRAY-BF-51	BlueFire® Chemical Spray Device Simulator	1	EA	\$ 2,347.33	\$ 2,347.33
GSA	BF-FS-03	BlueFire® Fill Station with Initial BlueFire® weapon Magazine Adapter for: Glock 17	1	EA	\$ 1,868.09	\$ 1,868.09
GSA	BF-FS-L-01-SYS	Compressed Air Bottle Assembly to be used with BlueFire® Fill Station. Includes Tank and Yoke Valve Assembly.	1	EA	\$ 422.52	\$ 422.52
GSA	BF-FS-MAG	Fill Station Magazine Adapter for: M4	1	EA	\$ 97.81	\$ 97.81

OPEN MARKET ITEMS						
GSA		VIRTUAL 5-SCREEN BASIC LAW ENFORCEMENT SYSTEM: System Includes: <ul style="list-style-type: none"> • (5) 1080p mounted projectors • Allows 1-5 trainees to operate with up to 20 weapons in individual 3D Marksmanship Training and Judgmental Training • Judgmental training allows the use of less than lethal force techniques with escalation- de-escalation throughout the entire force continuum • Supports tethered and/or tetherless, BlueFire® weapons • Price includes: system hardware, software, ruggedized container, screens, installation, two (2) days of operator training , CONUS shipping and one (1) year warranty. 	1	EA	\$130,000.00	\$ 130,000.00
TOTAL ROM PRICE						\$ 158,903.51
USD						

SPECIAL NOTES:

NOTE 1: Please reference MTS18USL3617 on your Purchase Order to expedite order processing.

NOTE 2: This is a ROM estimate only. The pricing information contained in this document is intended to act solely as a guide and no legally binding agreement may result from it. It does not constitute an offer for the sale of the goods or services described within.

NOTE 3: Estimated ROM pricing is based on FY 2018 pricing and is subject to change.

NOTE 4: All items included herein are GSA or OPEN MARKET items as specified.

NOTE 5: ROM Pricing Includes:

- Freight: Freight & Delivery shall be FOB Jobsite (Scranton, PA) in accordance with Incoterms® 2000.
- Installation & Training: 2 Days. Up to 5 Trainees per Simulator.
- Warranty: 12 Month Warranty

NOTE 6: ROM Pricing assumes the Buyer will be purchasing with GSA Funds. Should GSA Funds not be used for the purchase of the items and services herein, pricing will be adjusted to commercial rates accordingly.

NOTE 7: Only those items specifically outlined in the pricing tables herein are to be considered as included in this ROM estimate. MTSI will not be held liable for the provision of any other items or services.

NOTE 8: ROM Pricing does not include any special markings or certifications. If markings or certifications must be provided, a price can be provided upon request and further specifications.

NOTE 9: ROM Pricing assumes that the customer will perform all required facility preparation work prior to the agreed upon date of installation.

NOTE 10: MTSI reserves the right to make modifications in the design of its products without prior notification.

SALES TAX:

If your organization is federal or state tax exempt, provide a copy of the tax exemption. MTSI is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is exempt from state sales tax, a copy of the tax exemption certificate will be required. Otherwise, please include the sales tax value on any resulting purchase order.

DELIVERY: Delivery on all items is 90 - 180 days after receipt and acceptance of order; receipt End User Certificate, and any required United States State Dept. or Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) licensing, whichever occurs last, unless otherwise noted.
- Delivery time frame is subject to availability of weapons from the manufacturer.
- Virtual SA-TASER™-X26-BF-50: Delivery subject to availability from the manufacturer

VALIDITY: For GSA Items: Pricing and terms are in accordance with the latest GSA schedule at the time of contract award. For Open Market Items: Pricing is valid for 90 days.

CONTRACTOR: **Meggitt Training Systems, Inc. (MTSI)**
296 Brogdon Road
Suwanee, GA 30024
Tel: 678-288-1090
Fax: 678-288-1515

PAYMENT TERMS: **100% NET 30 Days**
Payment address: Meggitt Training Systems, Inc.
P.O. BOX 100530
Atlanta, Ga. 30384-0530

TERMS AND CONDITIONS: GSA Terms and Conditions, under GSA Contract GS-00F-113DA, apply to all GSA Items quoted. The Meggitt Training Systems, Inc. (MTSI) Standard Terms & Conditions [MTSI-DOM-001-Rev4-09-11-2015] incorporated by reference herein shall apply to all Open Market Items. If the Seller is awarded the contract\purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification. MTSI shall provide the Terms & Conditions upon request.

PLEASE SUBMIT PURCHASE ORDERS TO:

EMAIL: MTSContracts@meggitt.com
FAX: 678.288.1515
MAIL: Attn: Contracts Dept.
Meggitt Training Systems, Inc. (MTSI)
296 Brogdon Road
Suwanee, GA 30024

GSA SCHEDULE: **GS-00F-113DA**

VENDOR INFO: **Meggitt Training Systems, Inc.**
Contract Administration Source: Carter Johnson, Sr. VP of Finance and Contracts
Business Size: Large
DUNS Number: 00-765-5863
CAGE Code: 087W6
TIN: 58-2272995

MTSI SALES POC:

MTSI POC: **Jeremy Combs**
Law Enforcement Virtual Sales | NE U.S.
Meggitt Training Systems, Inc.
296 Brogdon Road
Suwanee, GA 30024
404.640.3280
jeremy.combs@meggitt.com

PREPARED BY: **Melissa Boltz**
Proposal Manager

USE & DISCLOSURE OF DATA:

Any and all information and data contained herein is the property of Meggitt Training Systems, Inc. (MTSI); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this proposal. If, however, a contract is awarded to MTSI as a result of, or in connection with, the submission of this proposal, the recipient (Buyer) shall have the right to duplicate, use, or disclose the information and data contained herein to the extent provided in the resulting contract. These restrictions do not limit Buyer's right to use information or if it is obtained from another, legitimate source without restriction.

DESTINATION CONTROL STATEMENT:

This document contains Technical Data that is subject to the Export Administration Regulations (EAR99). Diversion contrary to U.S. Law is prohibited.

END USER CERTIFICATE:

This product may only be sold to an authorized entity that must be authorized to receive such equipment. The order must be accompanied with an End User Certificate and the end user must be listed on the purchase order/contract.



LACKAWANNA COLLEGE
501 VINE STREET
SCRANTON, PA 18509

March 20, 2018

Dear Chief Graziano,

Lackawanna College Police Academy is the primary law enforcement training center for Municipal Police Departments in Northeast PA. We are very excited to write a letter of support for the Scranton Police Department's grant application to the Pennsylvania Commission on Crime and Delinquency (PCCD) for funding to implement a new Training Program utilizing the MEGGITT FATS 300 LE Virtual Law Enforcement Training system.

As the Director of the Lackawanna College Police Academy, we are enthusiastic about having the opportunity to utilize this Virtual Law Enforcement training system to enhance our use of force training with the Cadets enrolled in the Pennsylvania Municipal Police Training program (ACT 120). In addition, we anticipate exploring the possibility of working with the Scranton Police Department to utilize this system to expand our continuing education program for law enforcement officers throughout Northeast Pennsylvania.

This training system utilizes Virtual Reality Scenarios to help Cadets recognize threats, handle stress, and utilize appropriate lethal force. Over the past several years, Scranton Police Department has collaborated on several training projects with the Lackawanna College Police Academy to enhance our total offering to Law Enforcement Agencies in our eleven (11) county service area of Northeastern PA.

In closing, I would like to emphasize on behalf of the Lackawanna College Police Academy our full support and commitment to the Scranton Police Department grant application for this training system and highly recommend that that PCCD look favorably on this valuable program.

Sincerely,


John R. Chilleri

Director of Police Academy Operations
Lackawanna College Police Academy



LACKAWANNA COUNTY DISTRICT ATTORNEY'S OFFICE

MARK POWELL

March 22, 2018

To Whom It May Concern:

On behalf of the Lackawanna County District Attorney's Office, I am writing to support the Scranton Police Department's application to the 2017/18 Justice Assistance Grant Local Initiative through the Pennsylvania Commission on Crime and Delinquency to implement a new Use-of-Force Training Program utilizing the MEGGITT FATS 300LE Virtual Law Enforcement Training System.

I believe that all members of Lackawanna County would greatly benefit if the Scranton Police Department were to secure this grant and I appreciate your consideration. The program is designed to use-of-force training which no longer focuses solely on "shoot/don't shoot" scenarios but rather to better recognize threats, handle stress, de-escalate and use lethal force in a manner that complies with recommendations and guidelines.

A major attribute of this program is the feedback feature which indicates to the trainee where mistakes were made so that one's performance can be improved as necessary. The actions of the trainee create markers that are then assessed by the instructor, according to predetermined standards of performance. Such markers pertain specifically to the accuracy of force applied and whether the trainee's response represented an appropriate judgment. The trainee can then be exposed to additional training to further refine their decision making and skills.

If funded, the Scranton Police Department will open this training program to other law enforcement agencies throughout the area, including my county detectives and our local police departments.

Very truly yours,

Mark Powell
District Attorney

MP:tmp

22ND DISTRICT
JOHN P. BLAKE
SENATE BOX 203022
THE STATE CAPITOL
HARRISBURG, PA 17120-3022
717-787-6481
FAX: 717-783-5188

OPPENHEIM BUILDING
409 LACKAWANNA AVE., SUITE 210
SCRANTON, PA 18503
570-207-2881
FAX: 570-207-2897

senator@blake@pasenate.com
www.senatorblake.com



COMMITTEES

FINANCE, DEMOCRATIC CHAIR
LOCAL GOVERNMENT, DEMOCRATIC
CHAIR
AGRICULTURE AND RURAL AFFAIRS
APPROPRIATIONS
COMMUNITY, ECONOMIC AND
RECREATIONAL DEVELOPMENT
URBAN AFFAIRS AND HOUSING
VETERANS AFFAIRS AND
EMERGENCY PREPAREDNESS
POLICY

CAPITOL PRESERVATION COMMITTEE
LOCAL GOVERNMENT COMMISSION
PA HIGHER EDUCATION ASSISTANCE
AGENCY
PUBLIC SCHOOL EMPLOYEES'
RETIREMENT SYSTEM

March 22, 2018

Mr. Derin Myers
Acting Executive Director
Pennsylvania Commission on Crime and Delinquency
3101 North Front St.
Harrisburg, PA 17110

Dear Mr. Myers,

Please accept this correspondence as my formal support for the 2017-18 Justice Assistant Grant application submitted by the Scranton Police Department.

The Scranton Police Department is seeking \$150,000 in grant funding to implement a new use-of-force training program utilizing the Meggitt FATS 300LE virtual law enforcement training system. This impressive technology utilizes five high-definition screens that creates a 300 degree interactive experience that provides the trainees with realistic, engaging, training. The Scranton Police Department plans to make this cutting edge system part of their regular training program and also plans to make the FATS 300LE training system a regional asset by allowing other area law enforcement agencies to utilize the training system. It is my understanding that the Lackawanna College ACT 120 program, the Hazleton Police Department and both the Lackawanna County District Attorney's Office and Sheriff's Department have expressed interest in using this resource upon its installation in Scranton. The use of this technology will allow our City's police department to target prevention efforts and improve public safety in our community. I do not hesitate to support this project.

Thank you in advance for your consideration of this important funding request. If you have any further questions regarding this particular project, please do not hesitate to contact my office. With kind, personal regards, I am

Very truly yours,

John P. Blake
Senate of Pennsylvania
22nd District

cc: Ms. Maggie Perry, Grant Manager, City of Scranton



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

April 5, 2018

RECEIVED

APR 09 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO APPLY FOR AND EXECUTE A GRANT APPLICATION BY THE CITY OF SCRANTON POLICE DEPARTMENT AND, IF SUCCESSFUL, A GRANT AGREEMENT, AND ACCEPT THE FUNDS RELATED THERETO FROM THE PENNSYLVANIA COMMISSION ON CRIME AND DELINQUENCY/JUSTICE ASSISTANCE GRANT PROGRAM (PCCD JAG) IN THE AMOUNT OF \$150,000.00.

Respectfully,

Jessica Eskra (s)
Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2018

ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR MICHAEL CRAWFORD, MULTISCAPE, INC., 995 SOUTH TOWNSHIP BOULEVARD, PITTSTON, PA, 18640, AND HIGHLAND ASSOCIATES, 102 HIGHLAND AVENUE, CLARKS SUMMIT, PA, 18411, FOR REPAIR OF MORTAR JOINTS, CUTTING AND POINTING, TO SECTIONS OF THE EXTERIOR FAÇADE AT VINE STREET, DIX COURT, MULBERRY STREET, AND NORTH WASHINGTON AVENUE SIDES, SITUATED AT THE SCRANTON CULTURAL CENTER, 420 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503.

WHEREAS, the Historical Architecture Review Board ("HARB") has convened and reviewed the submission of Michael Crawford, Multiscape Inc., 995 South Township Boulevard, Pittston, Pennsylvania, 18640, and Highland Associates, 102 Highland Avenue, Clarks Summit, PA, 18411, for repair of mortar joints, cutting and pointing, to sections of the exterior façade at Vine Street, Dix Court, Mulberry Street, and North Washington Avenue sides, situated at the Scranton Cultural Center, 420 North Washington Avenue, Scranton, PA, 18503, a copy of which is attached hereto and marked as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the HARB has determined that the improvements meets with the guidelines of the HARB and has been recommended for approval by the Governing Body of the City of Scranton; and

WHEREAS, the HARB specifically recommends that a Certificate of Appropriateness be issued for the above improvement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that City Council hereby accepts the recommendation of the HARB concerning the above improvement and approves the issuance of a Certificate of Appropriateness as defined by law and City ordinance.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



HISTORICAL ARCHITECTURE REVIEW BOARD

CITY HALL • 340 NORTH WASHINGTON AVE., 4TH FL. • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105

TO: Jessica Eskra
City Solicitor
Law Department

CC: Tim Corbett
HARB Solicitor

FROM: Mary-Pat DeFlice
Confidential Secretary, HARB Coordinator

DATE: March 27, 2018

RE: HARB Recommendation

Enclosed please find the following recommendation from the Historical Architecture Review Board (HARB) regarding the following project:

- Michael Crawford, Multiscape, Inc., 995 South Township Boulevard, Pittston, PA, 18640, and Highland Associates, 102 Highland Avenue, Clarks Summit, PA, 18411 for repair of mortar joints (cutting and pointing) to sections of the exterior façade at Vine Street, Dix Court, Mulberry Street, and North Washington Avenue sides, situated at the Scranton Cultural Center, 420 North Washington Avenue, Scranton, PA, 18503.

A Certificate of Appropriateness was issued for project listed and has received approval from the HARB as long as project falls in line with zoning requirements following a presentation at their meeting on February 8, 2018.

Please prepare the necessary submission to City Council for review and passage. Thank you in advance for your attention regarding this matter.

/mpd
encl.



(HARB)

Historical Architecture Review Board

Certificate of Appropriateness

GUIDELINES

- Request HARB Application
- Complete Application in Full - 10 copies - sign in color
- Fee of \$150.00 is Required
- Applicants will be Given Notice of a Hearing within Ten (10) Days Upon
Application Submittal
- Decisions are Rendered Within Thirty (30) Days
- All HARB Meetings are the 2nd Monday of every Month

THANK YOU!

Historical Architecture Review Board

City Hall . 340 North Washington Avenue . Scranton, PA 18503

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Building address: 995 S. Twp. Blvd. Pittston Pa 18640
Street and number City State Zip

Owner of building: Michael Crawford

Owner's address: 995 S. Twp. Blvd Pittston Pa 18640
Street and number City State Zip

Applicant: Michael Crawford

Applicant's address: 995 S. Twp Blvd Pittston Pa 18640
Street and number City State Zip

Applicant's Phone Number: 570 655 8550

Tax Identification #: 23-3066087

Note: Application form, photographs and required drawings and application fee are to be submitted to the City of Scranton's Department of Licensing, Inspections and Permits (340 N Washington Ave, City Hall 4th floor, Scranton, PA 18503) no later than 12:00 noon on the first Monday of the month in order to be placed on the agenda for that month's meeting. All information must be completed in full or it will be not be placed on the agenda or considered for approval, this application will be labeled invalid and will need to be refilled.

A BOND MAY BE REQUESTED AT THE RECOMMENDATION OF THE HARB FOR DEMOLITION APPLICATIONS. In the event of default of the approved Certificate of Appropriateness, the bond will be used for demolition completion, historical preservation, historical education, mitigation, construction, or otherwise deemed appropriate by the HARB.

1. PHOTOGRAPHS - Photographs of your building and neighboring buildings must accompany your application.

2. TYPE OF WORK PROPOSED - Check all that apply.

- | | |
|--|---|
| <input type="checkbox"/> Trim and decorative woodwork | <input type="checkbox"/> Skylights |
| <input checked="" type="checkbox"/> Siding and Masonry <i>See Note 1</i> | <input type="checkbox"/> Metal work |
| <input type="checkbox"/> Roofing, gutter and downspout | <input type="checkbox"/> Light fixtures |
| <input type="checkbox"/> Windows, doors, and associated hardware | <input type="checkbox"/> Signs |
| <input type="checkbox"/> Storm windows and storm doors | <input type="checkbox"/> Demolition |
| <input type="checkbox"/> Shutters and associated hardware | <input type="checkbox"/> Other _____ |

#1. Cutting & Painting of mortar joints in various locations on exterior of structure

3. DRAWINGS OF PROPOSED WORK - Required drawings must accompany your application. Please submit ten (10) copies of 8-1/2" x 11" or 11" x 17" drawings.

- ☒ Alteration, Restoration, Renovation: Provide photos of the existing conditions and images along with scaled drawings to fully communicate the proposed changes. Include manufacturer's information on new products to be installed (awnings, siding, trim, roofing, signage, windows, doors, hardware, etc.). Provide dimensions to communicate scale. Drawing should indicate which materials will be used and where they will be used. Provide material or color samples and photographs/drawings to communicate intended color-use.

See Attached Plans

____ **New Addition:** Provide photos of the existing conditions and images along with scaled drawings (elevations, floor plans, and sections) to fully communicate the proposed scope of work. Include manufacturer's information on new products to be installed (awnings, siding, trim, roofing, signage, windows, doors, hardware, etc.) Provide dimensions to communicate scale. Drawing should indicate which materials will be used and where they will be used. Provide material or color samples and photographs/drawings to communicate intended color-use.

____ **New Building or Structure:** Provide photos of the existing conditions and images along with scaled drawings (elevations, floor plans, and sections) to fully communicate the proposed scope of work. Include manufacturer's information on new products to be installed (awnings, siding, trim, roofing, signage, windows, doors, hardware, etc.) Provide dimensions to communicate scale. Drawing should indicate which materials will be used and where they will be used. Provide material or color samples and photographs/drawings to communicate intended color-use.

____ **Demolition:** Provide existing photos and historic images (if available) of the existing conditions. Provide drawings to fully communicate proposed use after demolition. Provide structural reports or other information that justify demolition.

____ **Windows and Doors:** Provide manufacturer's information on new doors and windows to communicate the dimensions, materials, colors, profile, hardware and operability.

____ **Signage – Provide the following:**

- o Photographs or elevation drawings showing existing conditions and proposed signage to depict approximate scale, materials, colors, and lettering.
- o Material specifications and/or material samples.
- o Information pertaining to the attachment method (diagrams, drawings, photos, details, samples, etc.)

____ **Lighting – Provide lighting manufacturer specifications which indicate dimensions, materials, colors, lamping, and photometric information (if available)**

4. **DESCRIBE PROJECT –** Describe any work checked in #2 and #3 above. Attach additional sheets as needed.

Repair of mortar joints @ various sections of the exterior facade.

Drawing Attached

5. **BUILDING USE –** Describe the current use and the proposed use of this property. Attach additional sheets as needed.

Cultural Event Center Public use

ITEMS 6-11 ONLY NEED TO BE COMPLETED FOR DEMOLITION APPLICATIONS. MARK N/A IF THIS IS NOT APPLICABLE TO YOUR PROJECT. PROCEED TO SECTION 12.

Demolition applications may attach additional sheets as necessary.

6. PROVIDE PROJECT SCHEDULE

Completion 2017 Dec
Start ASAP. weather Related Repairs

7. PROVIDE HISTORICAL BACKGROUND – Year built, previous owners, use & occupants, Architect of Record, previous renovations, Etc.

Architect of Record Highland Associates

8. ANTICIPATED IMPACTS TO THE SURROUNDING AREA – Historical, Architectural, lines of site, viewshed, financial, social

None

9. JUSTIFICATION FOR DEMOLITION

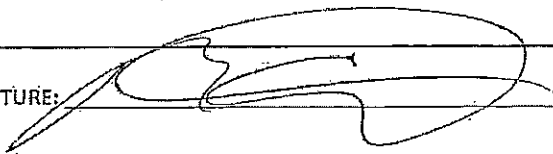
10. ALTERNATIVES ANALYSIS –
Alternative Locations

Alternative-Use, Alterations, Renovation-Analysis

No Action Analysis

11. PROPOSED MITIGATION OF HISTORICAL AND ARCHITECTURAL LOSS

12. APPLICANT'S SIGNATURE:



Date:

10/30/17

DO NOT WRITE BELOW THIS LINE: FOR COMMISSION USE ONLY

Presented at Commission Meeting on: _____

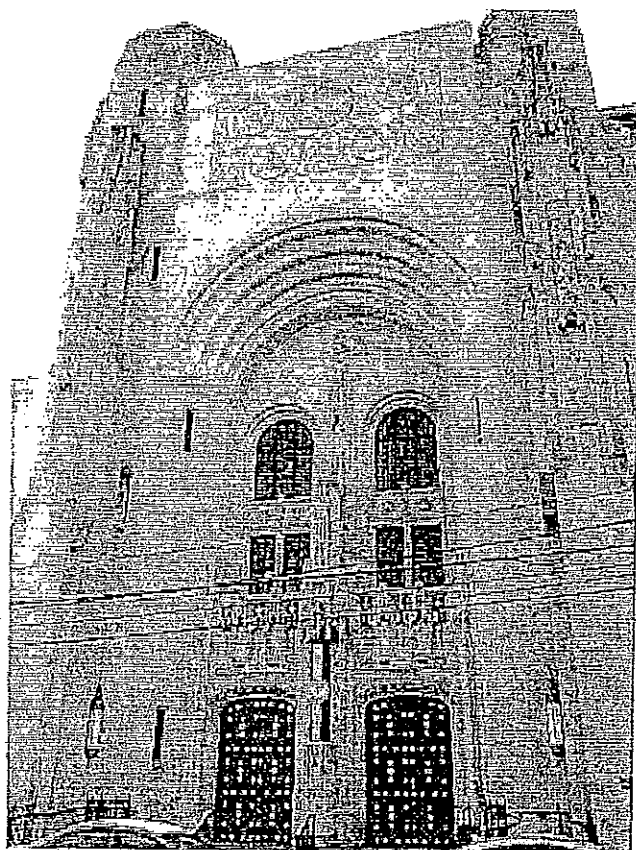
Reviewed by: _____ Date: _____

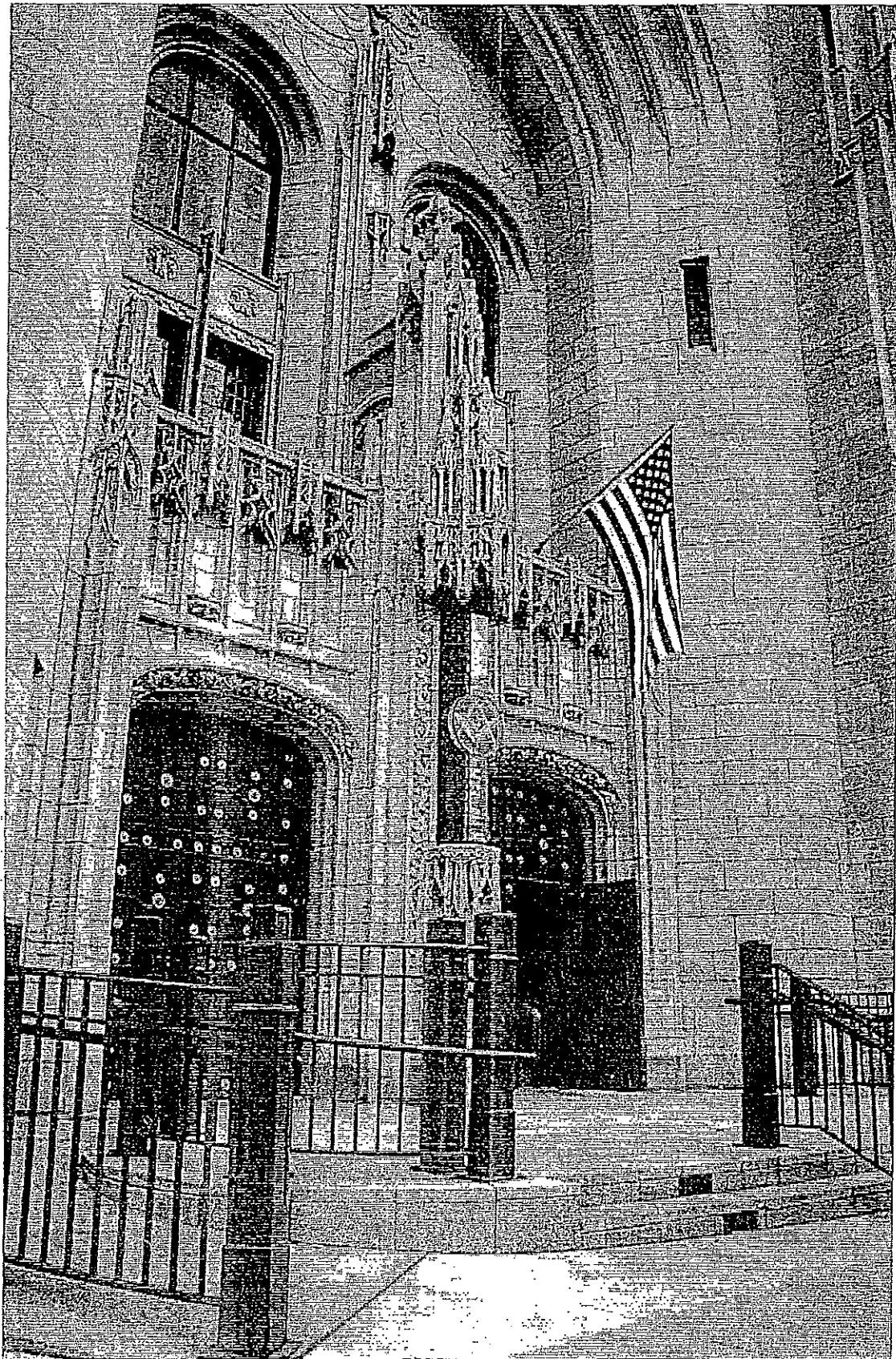
Zoning Approval: _____ YES _____ NO

Commission Recommendations:

Additional Comments:







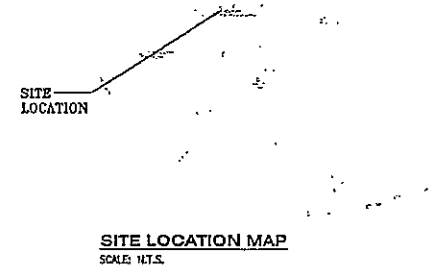
HIGHLAND ASSOCIATES

Architecture Highland Center (570) 331-4334
Engineering 102 Highland Avenue (570) 355-3210
Interior Design Scranton, PA 18511
www.hglandassociates.com

Scranton Cultural Center

Exterior Restoration Documents

420 N. Washington Avenue
Scranton, PA 18503



CS-1	COVER SHEET
A-1.1	EXTERIOR STONE / JOINT REPAIR ON VINE STREET SIDE
A-1.2	EXTERIOR STONE / JOINT REPAIR ON DIX COURT SIDE
A-1.3	EXTERIOR STONE / JOINT REPAIR ON MULBERRY STREET SIDE
A-1.4	EXTERIOR STONE / JOINT REPAIR ON WASHINGTON AVENUE SIDE

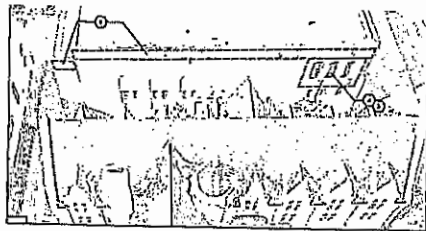


PHOTO #1



PHOTO #2

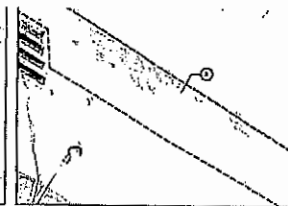


PHOTO #3

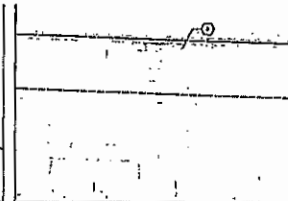


PHOTO #4



PHOTO #5

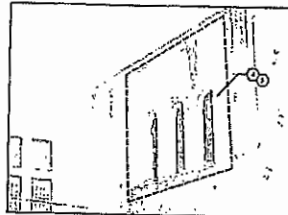


PHOTO #6



PHOTO #7

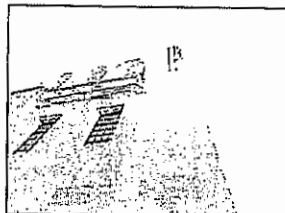


PHOTO #8

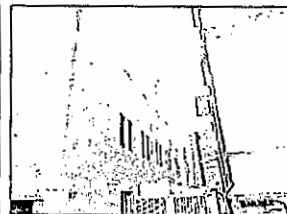


PHOTO #9



PHOTO #10

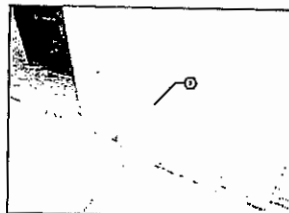


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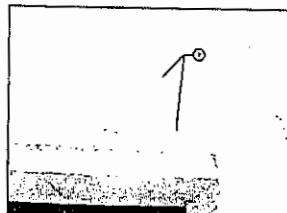


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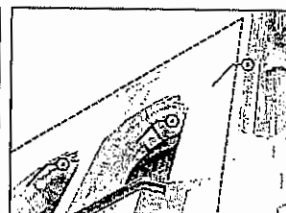


PHOTO #13



PHOTO #14

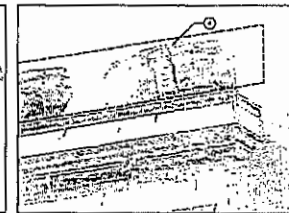
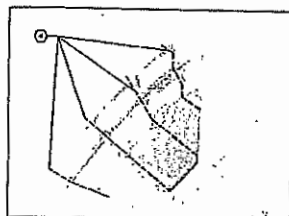


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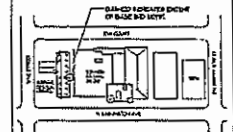
NOTE:
ALL PHOTOS ARE TAKEN FROM
VINE STREET SIDE OF BUILDING.
SEE KEY PLAN FOR EXTENT

CONSTRUCTION KEY NOTES

- ① REPAIR ALL EXISTING STONE JOINTS IN IDENTIFIED STONEWORK. REPAIR JOINTS TO MATCH EXISTING JOINTS. REPAIR JOINTS TO MATCH EXISTING JOINTS. REPAIR JOINTS TO MATCH EXISTING JOINTS.
- ② REPAIR ALL EXISTING STONE JOINTS IN IDENTIFIED STONEWORK. REPAIR JOINTS TO MATCH EXISTING JOINTS. REPAIR JOINTS TO MATCH EXISTING JOINTS. REPAIR JOINTS TO MATCH EXISTING JOINTS.
- ③ REPAIR ALL EXISTING STONE JOINTS IN IDENTIFIED STONEWORK. REPAIR JOINTS TO MATCH EXISTING JOINTS. REPAIR JOINTS TO MATCH EXISTING JOINTS. REPAIR JOINTS TO MATCH EXISTING JOINTS.
- ④ REPAIR ALL EXISTING STONE JOINTS IN IDENTIFIED STONEWORK. REPAIR JOINTS TO MATCH EXISTING JOINTS. REPAIR JOINTS TO MATCH EXISTING JOINTS. REPAIR JOINTS TO MATCH EXISTING JOINTS.

ASSOCIATES

Architecture: 123 Main Street, Suite 100, Scranton, PA 18501
Engineering: 123 Main Street, Suite 100, Scranton, PA 18501
Interior Design: 123 Main Street, Suite 100, Scranton, PA 18501



KEY PLAN

EXTERIOR STONE JOINT REPAIR ON VINE ST. SIDE

Scranton Cultural Center

Exterior Restoration Documents

PROJECT INFO		DATE	
PROJECT NO.	123456	DATE	12/15/2021
PROJECT NAME	EXTERIOR STONE JOINT REPAIR ON VINE ST. SIDE	DATE	12/15/2021
PROJECT LOCATION	123 Main Street, Suite 100, Scranton, PA 18501	DATE	12/15/2021



PHOTO #1
DIX COURT

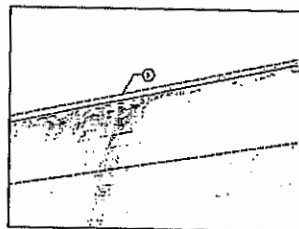


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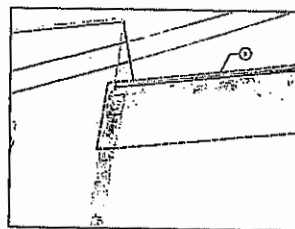


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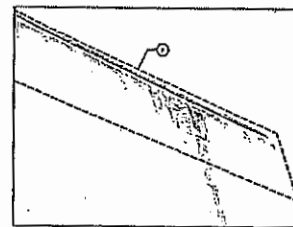


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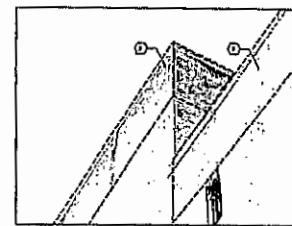


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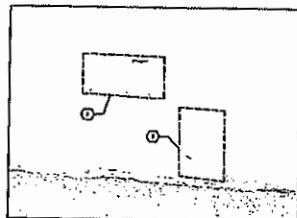


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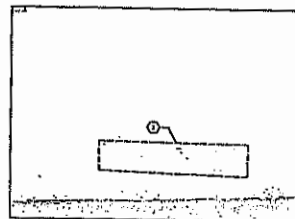


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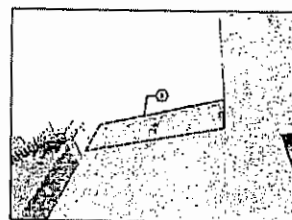


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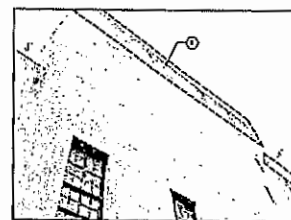


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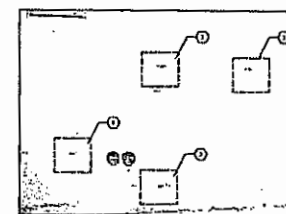


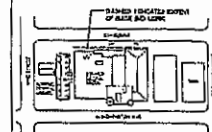
PHOTO #10

HIGHLAND ASSOCIATES

Architects
Engineers
Interior Design

1000 N. 1st St., Suite 1000, Ft. Lauderdale, FL 33301
Tel: (954) 561-1111
Fax: (954) 561-1112

PROJECT NO. 001-001-001



KEY PLAN

NOTES:
1. ALL REPAIRS TO BE DONE IN ACCORDANCE WITH THE FOLLOWING:
a. REPAIRS TO BE DONE IN ACCORDANCE WITH THE FOLLOWING:
b. REPAIRS TO BE DONE IN ACCORDANCE WITH THE FOLLOWING:
c. REPAIRS TO BE DONE IN ACCORDANCE WITH THE FOLLOWING:

PROJECT TITLE:

Scranton
Cultural Center

Exterior Restoration Documents

DATE: 8-14-2011

BY: [Signature]

PROJECT NO. 001-001-001

EXTERIOR STONE/
JOINT REPAIR ON
DIX COURT SIDE

DATE: 8-14-2011

BY: [Signature]

PROJECT NO. 001-001-001

EXTERIOR STONE/
JOINT REPAIR ON
DIX COURT SIDE

DATE: 8-14-2011

BY: [Signature]

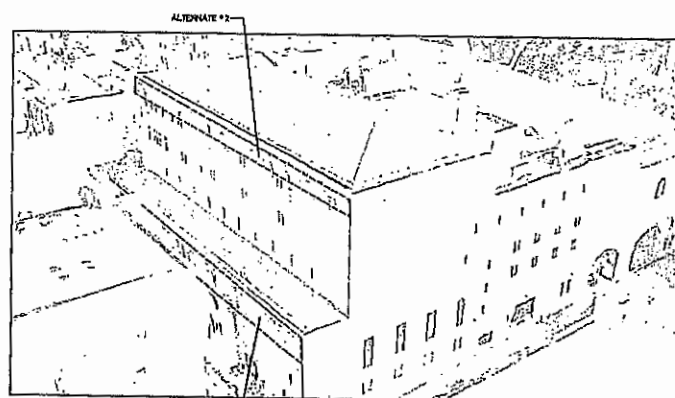
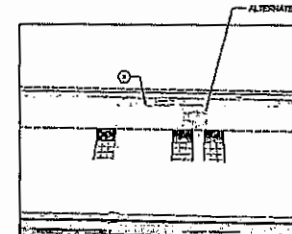
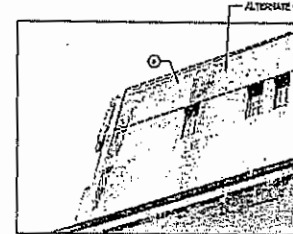
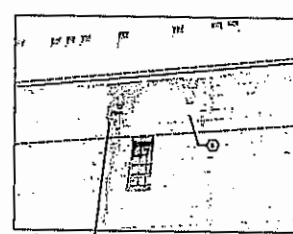
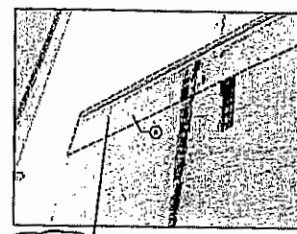
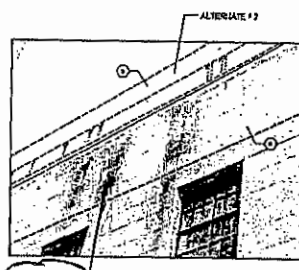
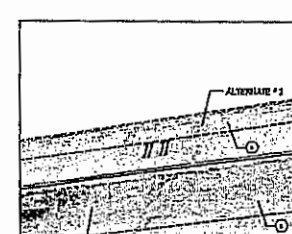
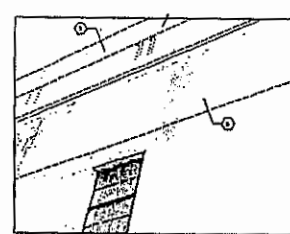
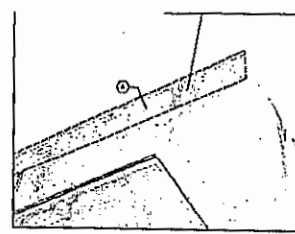
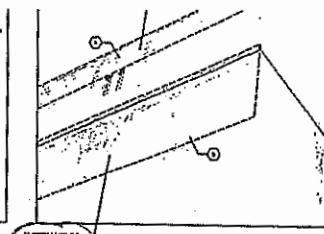
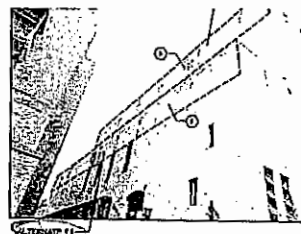
PROJECT NO. 001-001-001

NOTE:
ALL PHOTOS ARE TAKEN FROM
DIX COURT SIDE OF BUILDING.
SEE KEY PLAN FOR EXTENTS

CONSTRUCTION KEY NOTES

1. REPAIR ALL EXISTING POOR JOINTS AS TO BE DONE IN ACCORDANCE WITH THE FOLLOWING:
2. REPAIR ALL EXISTING POOR JOINTS AS TO BE DONE IN ACCORDANCE WITH THE FOLLOWING:
3. REPAIR ALL EXISTING POOR JOINTS AS TO BE DONE IN ACCORDANCE WITH THE FOLLOWING:
4. REPAIR ALL EXISTING POOR JOINTS AS TO BE DONE IN ACCORDANCE WITH THE FOLLOWING:

NOTES:
CONSTRUCTION TO PROVIDE A DRAINAGE SYSTEM FOR THE EXTERIOR WALLS.



NOTE:
ALL PHOTOS ARE TAKEN FROM
MULBERRY ST. SIDE OF BUILDING
SEE KEY PLAN FOR EXTENT

CONSTRUCTION KEY NOTES

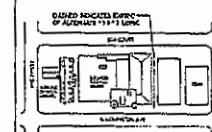
- [illegible]

NOTE

CONSIDER TO PREVENT ALL FLOOD DAMAGE FROM BEING REPORTED AS LOCATED ON MAP FORM

Architects	Engineering	Interior Design
Hartford Cullen (215) 556-4478	722 Kipling Avenue Ct (375) 564-9252	Cocke Street, PA 15114 www.hcfarchitects.com

Downloaded At: 11:53 11 September 2009



KEY PLAN

ATTENTION:
 National security is a priority for the FBI. We are looking for individuals who are interested in the FBI and who are willing to undergo a rigorous selection process. If you are interested in the FBI, please contact us at 1-800-368-5848. We will be happy to provide you with more information about the FBI and the selection process.

Primary Virus

Scranton
Cultural Center

Exterior Restoration Documents

1044

BRASSIE, W. A.

EXTERIOR STONE/
JOINT REPAIR ON
MULBERRY ST. SIDE

SPRINT #2	SPRINT W/1
EXHDP.	CA
GATE	PROJECT NO.
A-H-SON	2071-APR

RECEIPT		DATE <u>10-30-17</u>	No. <u>354328</u>
RECEIVED FROM <u>Multiscope</u>		\$ <u>150-</u>	
<input type="radio"/> FOR RENT <input type="radio"/> FOR <u>HARB Application Scranton Cultural</u>		DOLLARS	
ACCOUNT	<u>150 -</u>	<input type="radio"/> CASH	<u>CK# 10863</u> FROM _____ TO _____ BY <u>h</u>
PAYMENT	<u>OK</u>	<input checked="" type="radio"/> CHECK	
BAL. DUE	<u>0 -</u>	<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

April 3, 2018

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

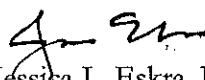
APR 09 2018

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE HISTORICAL ARCHITECTURE REVIEW BOARD ("HARB") AND APPROVING THE CERTIFICATE OF APPROPRIATENESS FOR MICHAEL CRAWFORD, MULTISCAPE, INC., 995 SOUTH TOWNSHIP BOULEVARD, PITTSBURGH, PA, 15222, AND HIGHLAND ASSOCIATES, 102 HIGHLAND AVENUE, CLARK SUMMIT, PA, 18411, FOR REPAIR OF MORTAR JOINTS, CUTTING AND POINTING, TO SECTIONS OF THE EXTERIOR FAÇADE AT VINE STREET, DIX COURT, MULBERRY STREET, AND NORTH WASHINGTON AVENUE SIDES, SITUATED AT THE SCRANTON CULTURAL CENTER, 420 NORTH WASHINGTON AVENUE, SCRANTON, PA 18503.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl